

**CONTRACT DOCUMENTS  
and  
SPECIFICATIONS  
for  
OBSTRUCTION REMOVAL  
RUNWAY 32  
at  
DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

**GDOT Project No. APXXX-XXXX-XX(XXX) Whitfield County  
PI T008698  
Croy Engineering Project No. 2106.008**



**CROY ENGINEERING  
200 North Cobb Parkway, Suite 413  
Marietta, Georgia 30062**

**This page intentionally left blank.**

## INDEX

DIVISION NO./TITLE	PAGE #
<b>DIVISION 1 – ADVERTISEMENT .....</b>	<b>7</b>
ADVERTISEMENT FOR BIDS .....	7
PROJECT DESCRIPTION .....	7
<b>DIVISION 2 – INSTRUCTIONS TO BIDDERS .....</b>	<b>9</b>
INSTRUCTIONS TO BIDDERS .....	9
GENERAL .....	9
PREQUALIFICATIONS OF BIDDER .....	9
BID GUARANTEE BOND OF 5% .....	10
PERFORMANCE BOND OF 100% .....	10
PAYMENT BOND OF 100% .....	10
AUTHORITY TO SIGN .....	10
NON-CONCLUSION .....	10
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION .....	10
BUY AMERICAN PREFERENCES .....	10
FOREIGN TRADE RESTRICTION .....	11
CERTIFICATION OF NONSEGREGATED FACILITIES .....	12
EQUAL EMPLOYMENT OPPORTUNITY .....	12
NONDISCRIMINATION .....	13
DISADVANTAGED BUSINESS ENTERPRISE .....	13
DAVIS BACON ACT .....	15
DRUG FREE WORKPLACE CERTIFICATION .....	15
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT .....	16
SUBCONTRACTORS, SUPPLIERS AND OTHERS .....	16
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT .....	16
SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM .....	16
BID FORM AND SCHEDULES .....	16
ADDENDA AND INTERPRETATIONS .....	17
EXCEPTIONS AND OMISSIONS .....	17
PREPARATION OF BIDS .....	17
EXAMINATION OF PLANS, SPECIFICATIONS AND SITE .....	17
ESTIMATED QUANTITIES .....	18
SUBMISSION OF BIDS .....	18
WITHDRAWAL OR REVISION OF PROPOSALS .....	19
PUBLIC OPENING OF PROPSALS .....	19
CONSIDERATION OF PROPOSALS .....	19
IRREGULAR PROPOSALS .....	20
DISQUALIFICATION OF BIDDERS .....	20
RETURN OF PROPOSAL GUARANTY .....	20
RIGHTS RESERVED .....	20
SUBSTITUTE OR “OR-EQUAL” ITEMS .....	21
AWARD OF CONTRACT .....	21
CANCELLATION OF AWARD .....	22
SIGNING OF AGREEMENT .....	22
FAILURE TO EXECUTE CONTRACT .....	22
CONTRACT ASSURANCE .....	22

PROMPT PAYMENT .....	23
INDEMNIFICATION .....	23
CONTRACT TIME .....	23
LIQUIDATED DAMAGES .....	23
PROJECT SCHEDULE.....	23
CODES, PERMITS, FEES, LICENSES, AND LAW .....	23
COPIES FURNISHED .....	24
DRAWINGS AND SPECIFICATIONS ON THE SITE.....	24
SANITARY PROVISIONS.....	24
SAFETY .....	24
RESPONSIBILITY .....	24
TESTING - GENERAL.....	24
DESIGN, STANDARDS AND PRACTICES.....	25
CLAIMS.....	25
MANUFACTURER'S CERTIFICATION AND DELIVERY TICKETS .....	25
STATEMENT OF WARRANTY .....	25
CONSTRUCTION OPERATIONS PLANS .....	25
CONSTRUCTION AS INDEPENDENT CONTRACTOR.....	25
ASSIGNMENT .....	25
PERFORMANCE OF CONTRACT .....	25
FAILURE TO COMPLY WITH PROVISIONS.....	26
DEFAULT AND TERMINATION .....	26
<b>DIVISION 3 – PROPOSAL DOCUMENTS .....</b>	<b>28</b>
PROPOSAL .....	28
PROPOSAL BID FORM.....	32
SUBCONTRACTORS, SUPPLIERS AND OTHERS:.....	34
PROPOSAL GUARANTEE (5%).....	35
PROPOSAL GUARANTEE BOND (5%).....	37
CERTIFICATE OF CORPORATE BIDDER.....	39
CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY CORPORATION, PARTNERSHIP OR SOLE OWNER .....	41
FORM OF NONCONCLUSION AFFIDAVIT.....	43
CERTIFICATION OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS.....	45
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION .....	47
CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS.....	49
CERTIFICATION REGARDING FOREIGN PARTICIPATION .....	51
CERTIFICATE OF NONSEGREGATED FACILITIES .....	53
EQUAL OPPORTUNITY REPORT STATEMENT.....	55
PERFORMANCE OF WORK BY SUBCONTRACTORS.....	55
REQUIREMENT OF 49 CFR PART 26 – (AS AMENDED) DISADVANTAGED BUSINESS ENTERPRISE .....	57
CONTRACTOR - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT AND AGREEMENT .....	61
SUBCONTRACTOR - AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(3).....	63
SAVE AFFIDAVIT .....	65
CHECKLIST FOR BID DOCUMENTS.....	67
<b>DIVISION 4 – CONTRACT DOCUMENTS .....</b>	<b>69</b>
CONTRACT .....	69
CERTIFICATE OF CORPORATE AUTHORITY .....	71
CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY CORPORATION, PARTNERSHIP OR SOLE OWNER .....	73

PERFORMANCE BOND (100%).....	75
PAYMENT BOND (100%).....	77
<b>DIVISION 5 - FAA – General Contract Provisions .....</b>	<b>79</b>
Section 10 Definition of Terms .....	79
Section 20 Proposal Requirements and Conditions .....	87
Section 30 Award and Execution of Contract .....	91
Section 40 Scope of Work.....	93
Section 50 Control of Work .....	97
Section 60 Control of Materials .....	103
Section 70 Legal Regulations and Responsibility to Public .....	107
Section 80 Execution and Progress.....	117
Section 90 Measurement and Payment.....	123
SPECIAL PROVISION: Section 100 Construction Contract Clauses .....	131
<b>DIVISION 6 – TECHNICAL SPECIFICATIONS .....</b>	<b>164</b>
SECTION 00001 - TECHNICAL SPECIFICATIONS .....	164
SECTION 01010 - SUMMARY OF WORK.....	166
SECTION 01030 - AIRPORT PROJECT PROCEDURES .....	168
SECTION 01150 - MEASUREMENT AND PAYMENT .....	172
SECTION 01300 - SUBMITTALS .....	176
SECTION 01510 - TEMPORARY FACILITIES .....	182
SECTION 01600 - MATERIAL AND EQUIPMENT .....	184
SECTION 01700 - CONTRACT CLOSEOUT .....	188
SECTION 01710 - CLEANING AND DISPOSAL .....	190
SECTION 01720 - PROJECT RECORDS DOCUMENTS .....	192
SECTION 01740 - WARRANTIES AND BONDS .....	194
<b>DIVISION 7 – GDOT – Specifications.....</b>	<b>196</b>
Section 163 Special Provision .....	196
Section 163 Miscellaneous Erosion Control Items .....	198
Section 165 Maintenance of Temporary Erosion and Sedimentation Control Devices.....	208
Section 171 Silt Fence.....	214
<b>DIVISION 8 - FAA – General Construction Items.....</b>	<b>218</b>
Item C-105 Mobilization .....	218
<b>DIVISION 9 - FAA – Sitework .....</b>	<b>220</b>
Item P-151 Clearing and Grubbing .....	220
Item F-160 Wire Fence with Wood Posts .....	222
<b>DIVISION 10 - FAA – Turfing .....</b>	<b>228</b>
Item T-901 Seeding .....	228
Item T-908 Mulching .....	232
<b>APPENDIX A: Supplemental Contract Forms .....</b>	<b>1</b>

**APPENDIX B: Erosion and Sediment Control Forms ..... 1**

**APPENDIX C: Existing Site Photos ..... 1**

**END OF SECTION**

**DIVISION 1 – ADVERTISEMENT****ADVERTISEMENT FOR BIDS****DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

Sealed bids will be received by the *City of Dalton* for Tree Cutting and Removal at Dalton Municipal Airport at the Office of Finance Director, City Hall, 300 West Waugh Street, Dalton, Georgia 30721 on **Monday, May 20, 2024, until 2:00 PM Local Time** and at that hour opened and publicly read aloud.

**PROJECT DESCRIPTION**

The work consists of furnishing all labor, equipment, and materials and performing all work in strict accordance with the plans and specifications for:

**OBSTRUCTION REMOVAL**

The location of the work is at the *Dalton Municipal Airport, Dalton, Georgia*.

Copies of the plans, specifications, and bid forms may be on file at the following locations:

Airport Manager's office:

4483 Airport Rd, Dalton, GA 30721

Engineer's office, Croy Engineering, LLC:

200 North Cobb Pkwy, Bldg. 400, Suite 413, Marietta, GA 30062

They may be examined at these offices without charge.

A non-refundable deposit of \$150.00 is required for a hard copy of the plans and bid documents. Request an electronic copy of the plans and bid documents in pdf format via email to [cgayton@croyeng.com](mailto:cgayton@croyeng.com). There will be a one-time \$50 charge for electronic bid packages. All Contractors must be on the plan holders list in order to be considered for work on the project.

Envelopes containing bids must be sealed, addressed to: Ms. Cindy Jackson, Finance Director, City of Dalton, and marked as follows: "Bid for Construction at Dalton Municipal Airport, Dalton, Georgia. Croy Engineering Project 2106.008." Bids will be required to remain open for acceptance or rejection for one-hundred and twenty (120) calendar days after the date of opening of bids.

Offerors (bidders) submitting proposals may be afforded an opportunity for discussion, negotiation, and revision of proposals. Discussions, negotiations, and revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER.

Andrew Wiersma, Airport Manager/  
City of Dalton, Georgia

**END OF ADVERTISEMENT**



## DIVISION 2 – INSTRUCTIONS TO BIDDERS

### INSTRUCTIONS TO BIDDERS

#### **GENERAL**

ALL PROVISIONS OF THE FEDERAL AVIATION ADMINISTRATION SPECIFICATIONS SHALL APPLY AS MODIFIED IN TECHNICAL SPECIFICATIONS SECTION, EXCEPT WHERE SPECIFIED THAT SECTION APPLIES TO GEORGIA STANDARD SPECIFICATIONS CONSTRUCTION OF TRANSPORTATION SYSTEM, 2021 EDITION.

The following requirements apply to the contract(s) for this project:

#### **PREQUALIFICATIONS OF BIDDER**

As per Rules 672-5-.04 and 672-5-.11 in the Rules and Regulations of the State of Georgia, All persons proposing to bid on Department work, except as otherwise provided in Rule 672-5-.05, for the performance of any contract in excess of \$2,000,000, must submit an application under oath on forms to be furnished by the office of the Prequalification Committee. The application must be filed at least ten (10) days prior to the opening of any bids the prospective bidder proposes to submit. All persons proposing to bid on Department work for the performance of any contract below the requirements set forth in Rule 672-5-.04(1) must be registered as a subcontractor as provided for in Rule 672-5-.11. In order for the Department to maintain a register of subcontractors, any person desiring to perform work on Department projects as a subcontractor must submit a notification of such desire under oath to the Department on forms to be furnished by the Department. The original notification may be filed at any time, but in no case less than ten (10) days prior to the prime contractor's requesting approval of the subcontract to which the prospective subcontractor will be a party.

Bidders that are not pre-qualified and have submitted an application with the above stated rules shall also furnish the Sponsor satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Sponsor satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Sponsor.

Each bidder may submit evidence that he is prequalified with the Georgia DOT and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of Georgia DOT prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

**Each bidder shall submit either "evidence of competency" and "evidence of financial responsibility" as hereinbefore specified OR evidence that he is prequalified with the Georgia DOT. Failure to provide this at the time of bid opening may result in bid disqualification.**

**BID GUARANTEE BOND OF 5%**

(49 CFR Part 18.36 (h)(1)) Each Bidder shall post a proposal guarantee bond in the amount of 5% of the bid price. No bids shall be read or considered without a proper form of security.

**PERFORMANCE BOND OF 100%**

(49 CFR Part 18.36 (h)(2)), Bidder shall post a performance bond in the amount of 100% of the bid price if awarded the contract. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

**PAYMENT BOND OF 100%**

(49 CFR Part 18.36 (h)(3)), Bidder shall post a payment bond payable to the SPONSOR in the amount of 100% of the bid price if awarded the contract. Such bond(s) are due prior to contract execution to guarantee timely payment of invoices to any subcontractors.

**AUTHORITY TO SIGN**

If an individual makes a Proposal, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the Proposal must show the name of the State under the laws of which the corporation is chartered and his, or their, authority for signing same, and the names, titles and addresses of the President, Secretary and Treasurer, and the corporate authority for doing business in this State. In the case of a Limited Liability Corporation a Certificate of Authority shall be executed by the Chief Officer certifying that he/she has the authority to execute contracts between the LLC and SPONSOR. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.

**NON-CONCLUSION**

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(49 CFR Part 29), The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**BUY AMERICAN PREFERENCES**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/SPONSOR will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all construction materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

### **FOREIGN TRADE RESTRICTION**

(49 CFR Part 30), Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U. S. Contractors. The successful bidder must comply with 49 CFR Part 30 and submit the Certification Regarding Foreign Participation provided in the proposal documents.

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the SPONSOR if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge

and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the SPONSOR or the FAA.

### **CERTIFICATION OF NONSEGREGATED FACILITIES**

(41 CFR Part 60-1.8), The successful bidder must comply with 41 CFR Part 60-1.8 and submit the Certification of Nonsegregated Facilities provided in the proposal documents.

### **EQUAL EMPLOYMENT OPPORTUNITY**

(Executive Order 11246 & 41 CFR Part 60), The successful bidder must comply with 41 CFR Part 60 and submit the Equal Opportunity Report Statement provided in the proposal documents.

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's

commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **NONDISCRIMINATION**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement CONTRACTOR, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
2. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

### **DISADVANTAGED BUSINESS ENTERPRISE**

(49 CFR Part 26) The Contractor and/or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The overall DBE goal for this project is **0.00%**.

**Bid Information Submitted as a matter of responsiveness:**

The SPONSOR's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the SPONSOR's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Bid Information submitted as a matter of responsibility:**

The SPONSOR's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the SPONSOR's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**Contract Assurance**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime

contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor listed in response to this Bid Solicitation (or an approved substitute DBE firm) without prior written consent of Sponsor. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Sponsor. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Sponsor may provide such written consent only if Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Sponsor its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Sponsor and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Sponsor should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Sponsor may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**DAVIS BACON ACT**

(29 CFR Part 5) This project is partially funded by the U. S. Department of Transportation under the Federal Aviation Administration's Airport Improvement Program. Therefore, the project is subject to minimum wages as determined by the U. S. Dept. of Labor. The applicable Wage Determination is a part of Section 130.

**DRUG FREE WORKPLACE CERTIFICATION**

The CONTRACTOR must certify that they are in full compliance with the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act". The undersigned further certifies that:

- a. A drug-free workplace will be provided for the CONTRACTOR'S employees during performance of the contract; and
- b. Each CONTRACTOR who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:  
"As part of the subcontracting agreement with (CONTRACTOR's name), (Subcontractor's name) certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The CONTRACTOR further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
  - (1) The CONTRACTOR has made false certification hereinabove; or
  - (2) The CONTRACTOR has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

### **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

All BIDDERS shall submit as part of their BID on the prescribed schedules a list of all subcontractors and other persons and organizations (including those who are to furnish principle items of material and equipment) proposed for those portions of the Work as to which such identification is required. If requested by SPONSOR, the low BIDDER shall submit an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, other person or organization. If SPONSOR after due investigation has reasonable objection to any proposed subcontractor, other person or organization, the SPONSOR may before giving the NOTICE OF AWARD require the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful BIDDER declines to make any such substitution, the Contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person, or organization so listed and to whom the SPONSOR does not make written objection prior to giving the NOTICE OF AWARD will be deemed acceptable to SPONSOR.

### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful CONTRACTOR understands and agrees that compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The CONTRACTOR further agrees that such compliance shall be attested by the CONTRACTOR and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the SPONSOR and the successful CONTRACTOR. The Affidavits must be provided to the SPONSOR within five (5) business days of the Subcontractor being hired to work on the project.

### **SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM**

Since a contract has been deemed a "public benefit," the CONTRACTOR or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S. citizens who apply for certain benefits. The CONTRACTOR must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

### **BID FORM AND SCHEDULES**

One copy of the Bid Form and Schedules is included with the Bidding Documents.

All blanks on the Bid Forms and schedules must be completed by permanent marking. Each Bid



must be submitted on the prescribed form. The Bid Price must be stated in words and numerals or as indicated in the BID FORM.

BIDS by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation shall be shown in the space provided.

BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. The address and telephone numbers to which communications regarding the BID are to be directed must be shown on the Bid Form.

All names must be typed or printed below the signatures. The individual SPONSOR and the terms "doing business" must sign BIDS by individuals or "sole SPONSOR" must appear under the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of all addenda and the date each was received shall be filled in on the BID form).

### **ADDENDA AND INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Requests for interpretations of drawings and specifications must be made in writing to the Engineers not later than **five (5) days** (weekends and holidays not included) prior to receipt of Proposals. Any interpretations made to bidders will be issued in the form of Addenda to the specifications and furnished to all bidders. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral explanations and interpretations made prior to the bid opening shall not be binding and without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by SPONSOR and ENGINEER.

Failure of any BIDDER to receive and/or acknowledge any such Addendum or interpretation shall not relieve BIDDER from any obligation under this BID as submitted.

### **EXCEPTIONS AND OMISSIONS**

If exceptions are taken to any portion of these specifications, such exception must accompany the bid and must be in writing. If any feature normally included in a complete job of this nature is omitted from these specifications, it too must be so stated in writing and be included with the bid.

### **PREPARATION OF BIDS**

Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.

Unit price must be shown on the Bid Cost Submittal Form in this document. All bids should be tabulated, totaled, and checked for accuracy. The unit price will prevail in case of errors.

All product, equipment, articles, or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.

### **EXAMINATION OF PLANS, SPECIFICATIONS AND SITE**

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans

specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Sponsor's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Sponsor.

### **ESTIMATED QUANTITIES**

Estimated Quantities: Where quantities of work are given in the BID they are approximate and are assumed solely for comparison of the BIDS. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the contract, it being presumed that the BIDDER has verified the quantities necessary to complete the Work of the contract as intended, and any departure therefrom will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; not with any additional payment be made, regardless of the actual quantities required or ordered to complete the Work.

### **SUBMISSION OF BIDS**

BIDS shall be submitted at the time and place indicated in the Advertisement. Each BID shall be enclosed in a sealed envelope and marked and addressed as required in the below and in the Advertisement and shall be accompanied by the Bid Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED for (Project Name)" on the face thereof. Submit original and one copy of the Bid Form, Schedules and other required documents.

Indicate the following information on the outside of the sealed envelope containing the bid:

- a. Project Name as stated on page one of the Bid Forms
- b. Project Number
- c. Location of Airport
- d. Bidder's Name and Address

**Submit Bids to:      City of Dalton  
                                 300W. Waugh Street  
                                 Dalton, GA 30722**

The Submittal Checklist must be reviewed, and the bidder is to comply with the order of the submittal of documents. This document is to be included with the bid.

Bids may be submitted by mail, common carrier or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked "late bid" and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.

At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.

If descriptive literature is attached to the bid, your firm's name must be on all sheets submitted.

Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions and requirements of the bid.

Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number and provide a completed W9 form to be submitted with the bid.

The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on the Bid Price Submittal Form is in accordance with the conditions, terms and specifications of the bid and that any exception taken thereto may disqualify the bid.

Bids shall be made on the enclosed form if a form is provided.

Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

#### **WITHDRAWAL OR REVISION OF PROPOSALS**

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Sponsor in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

#### **PUBLIC OPENING OF PROPSALS**

Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

#### **CONSIDERATION OF PROPOSALS**

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Sponsor reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled IRREGULAR PROPOSALS.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS.

In addition, until the award of a contract is made, the Sponsor reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Sponsor and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Sponsor's best interests.

### **IRREGULAR PROPOSALS**

Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the SPONSOR, or if the SPONSOR'S form is altered or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the BIDDER is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guarantee specified by the SPONSOR.

The SPONSOR reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the SPONSOR and conforms to local laws and ordinances pertaining to the letting of construction contracts.

### **DISQUALIFICATION OF BIDDERS**

A bidder **may** be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Sponsor until any such participating bidder has been reinstated by the Sponsor as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

### **RETURN OF PROPOSAL GUARANTY**

All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Sponsor has made a comparison of bids. Proposal guaranties of the two lowest bidders will be retained by the Sponsor until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Sponsor receives the contracts bonds.

### **RIGHTS RESERVED**

SPONSOR reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Discrepancies between words and figures will be resolved in favor of words. Also, SPONSOR reserves the right to reject the Proposals of any BIDDER if SPONSOR believes that it would not be in the best interest of the Project to make any award to that BIDDER, whether because the Proposal is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by SPONSOR. Discrepancies between the indicated sum or any column of figures and the correct sum thereof will be resolved in favor of the correct sum. On contract where unit prices are required, the right is reserved to increase or

decrease the quantities specified, without changing the unit prices bid.

### **SUBSTITUTE OR "OR-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" Items. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

### **AWARD OF CONTRACT**

**Responsiveness** - The determination of the Bidder's responsiveness will be made by the SPONSOR based on a consideration of whether the Bidder has submitted the following:

- Complete bid documents meeting bid requirements without irregularities, obviously unbalanced unit prices, excisions, special conditions, or alternatives bids for any item unless specifically requested in the bid solicitation.
- A properly executed Bid Bond.

In evaluation of Proposals, SPONSOR will consider qualifications of the BIDDERS and whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal form or prior to the Notice of Award.

SPONSOR may consider the qualifications and experience of subcontractors, other persons or organizations (including those who are to furnish the principle items of materials and equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted. SPONSOR may also consider operating costs, maintenance considerations, performance data and guarantees of materials may also be considered by SPONSOR, when such data is submitted prior to Notice of Award.

SPONSOR may conduct such investigations as he deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and other persons and organizations to do the work in accordance with the contract documents to Sponsor's satisfaction within the prescribed time.

**Responsibility** - The determination of the Bidder's responsibility will be made by the SPONSOR based on whether the Bidder meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the bid or the contract.

In considering BIDS for this Work, particular attention will be given to the method of construction which the BIDDER plans to follow; the available experienced and skilled men which he plans to use in the prosecution of Work; the types of equipment and materials he plans to install; and, he shall prepare and furnish this information in writing at the SPONSOR's request.

Furthermore, the successful BIDDER must, prior to the award of the Contract, be prepared to discuss in detail all manners relating to any special features of the Work with the end view of obtaining high-grade workmanship and proper performance of the Contract.

SPONSOR reserves the right to reject the BID of any BIDDER who does not pass any evaluation to Sponsor's satisfaction.

If a contract is to award, it will be awarded to the lowest BIDDER whose evaluation by SPONSOR indicates to SPONSOR that the award will be in the best interests of the Project.

If the lowest or the best BID exceeds the funds available for the work, the SPONSOR may reject all BIDS, or reduce the Scope of Work as necessary to diminish the total cost of the project to a sum compatible with the funds available for the specified work.

Award of the Contract, if awarded, will be made by the SPONSOR, upon the recommendation of the ENGINEER to the lowest responsible, responsive BIDDER, whose Proposal meets the requirement of the SPONSOR, and complies with the applicable laws of the State of Georgia.

If a contract is to be awarded, SPONSOR will give the Successful BIDDER a NOTICE OF AWARD within **one-hundred and twenty (120) calendar days** after the day of bid Opening, or such mutually agreeable extension of time.

#### **CANCELLATION OF AWARD**

The SPONSOR reserves the right to cancel the award without liability to the BIDDER, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the SPONSOR.

#### **SIGNING OF AGREEMENT**

After the SPONSOR gives a NOTICE OF AWARD to the successful BIDDER, they will submit **three (3)** unsigned counterparts of the Agreement and all other required Contract Documents. Within **fifteen (15) days** following the effective date of "Award" CONTRACTOR shall sign and deliver all executed counterparts of the Agreement to the SPONSOR with all other Contract Documents including insurance certificates and executed bonds attached thereto. SPONSOR will identify those portions of the Contract Documents not fully signed by the SPONSOR and CONTRACTOR and such identification shall be binding on all parties.

#### **FAILURE TO EXECUTE CONTRACT**

Failure to execute contract and file acceptable bonds as provided herein within **fifteen (15) days** from the date of award shall cause forfeiture of the Proposal Guaranty to the SPONSOR not as a penalty, but in liquidation of damages sustained. At the discretion of the SPONSOR, the award may then be made to the next lowest responsible BIDDER, or the work may be re-advertised.

#### **CONTRACT ASSURANCE**

The BIDDER/OFFERER certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the BIDDER/OFFERER/CONTRACTOR or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure

by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

### **PROMPT PAYMENT**

The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **thirty (30)** days from the receipt of each payment the prime CONTRACTOR receives from the Airport SPONSOR. The prime CONTRACTOR agrees further to return retainage payments to each subcontractor within **thirty (30)** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

### **INDEMNIFICATION**

The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the SPONSOR and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the SPONSOR and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The CONTRACTOR's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the SPONSOR, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the CONTRACTOR.

### **CONTRACT TIME**

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. Contract Time for this project is **THIRTY (30) Calendar Days** from issuance of notice to proceed.

### **LIQUIDATED DAMAGES**

Liquidated damages for the delay in completion will be Eight Hundred Dollars (\$800.00) per calendar day.

### **PROJECT SCHEDULE**

A project schedule showing the work in the order proposed by the CONTRACTOR and the time required to complete each phase will be required before the signing of contract. This schedule shall include the dates for beginning and completion of all phases of the work. If, in the opinion of the ENGINEER, the CONTRACTOR falls behind in his schedule or will not be able to complete the project in the time limits, he may require the CONTRACTOR to revise his schedule and put additional manpower and equipment on the project if so ordered.

Notice to Proceed shall not be issued until the ENGINEER has approved the schedule in writing. Failure of the CONTRACTOR to comply with the schedule may be cause for withholding payments due the CONTRACTOR.

### **CODES, PERMITS, FEES, LICENSES, AND LAW**

All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply

with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

*Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.*

### **COPIES FURNISHED**

The ENGINEERS shall furnish the successful CONTRACTOR, free of charge, **two (2) copies** of the plans and specifications. If additional copies are the CONTRACTOR requests copies, they will be furnished at the price specified elsewhere in these documents.

### **DRAWINGS AND SPECIFICATIONS ON THE SITE**

The CONTRACTOR shall keep one copy of all drawings and specifications on the site of the work in good order, available to the ENGINEERS and to their representatives.

### **SANITARY PROVISIONS**

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

### **SAFETY**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

### **RESPONSIBILITY**

The CONTRACTOR shall be responsible for all material and work until they are finally accepted by the SPONSOR and shall repair at his own expense any damage they sustain before their final acceptance. The CONTRACTOR shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the SPONSOR; he shall act as defendant in, and bear the expense of each and every suit, if any, and of every nature, which may be brought against him or the SPONSOR by reason of, or connected with the work under the contract; should any claim arise, the SPONSOR may hold back sufficient money to meet said claims until the CONTRACTOR has satisfied the SPONSOR that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of the contract before final payment is made.

### **TESTING - GENERAL**

The CONTRACTOR shall use an independent testing laboratory for Quality Control project tests. A separate independent testing laboratory will be selected by the SPONSOR for the Quality Assurance Testing. The CONTRACTOR is responsible for Quality Control Testing, including costs. (See General Provisions Section 100-07 Quality Control Testing Plan.)

When the CONTRACTOR has prepared an item of work to the stage where testing is required, he shall notify the ENGINEER what portion of the project he desires to have tested. The ENGINEER shall initiate the tests required by the contract specifications.

However, the payment of the tests by the SPONSOR and scheduling by the ENGINEER does not



relieve the CONTRACTOR of any responsibility in regards to meeting the job specification. If the CONTRACTOR desires additional tests, he may provide same for his own information.

Major testing to be done during construction is listed for each item in the Construction Details for that item.

### **DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

### **CLAIMS**

The SPONSOR reserves the right to refuse to issue any vouchers and to direct that no payment shall be made to the CONTRACTOR in case the SPONSOR has reason to believe that said CONTRACTOR has neglected or failed to pay any subcontractor, materialmen, workmen, or employee for work performed on or about the work included in these specifications until the SPONSOR is satisfied that such subcontractors, materialmen, workmen, or employees have been fully paid.

### **MANUFACTURER'S CERTIFICATION AND DELIVERY TICKETS**

The CONTRACTOR shall furnish a manufacturer's certificate of compliance with the Specifications on all materials furnished. A delivery ticket on all material delivered to job site shall be furnished to the ENGINEER.

### **STATEMENT OF WARRANTY**

A Statement of Warranty should include all applicable manufacturers' warranty as well as the manufacturer's required minimum 1 year warranty in regard to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

### **CONSTRUCTION OPERATIONS PLANS**

Specific guidelines for working on the airport apply to this project. These minimum guidelines are set forth on the Plans and in Section 01030 "Airport Project Procedures".

### **CONSTRUCTION AS INDEPENDENT CONTRACTOR**

In conducting its business hereunder, CONTRACTOR acts as an independent contractor and not as an employee or agent of the SPONSOR. The selection, retention, assignment, direction and payment of CONTRACTOR's employees shall be the sole responsibility of CONTRACTOR.

### **ASSIGNMENT**

The Agreement, in whole or any part hereof, created by the award to the successful CONTRACTOR shall not be sold, not be assigned or transferred by CONTRACTOR by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of CONTRACTOR, or with a business entity which is merged or consolidated with CONTRACTOR or which purchases a majority or controlling interest in the ownership or assets of CONTRACTOR without the prior written consent of the SPONSOR.

### **PERFORMANCE OF CONTRACT**

The SPONSOR reserves the right to enforce the CONTRACTOR's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the SPONSOR in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

The successful CONTRACTOR shall execute the entire work described in the Contract Documents,

except to the extent specifically indicated in the Contract documents to be the responsibility of others.

The CONTRACTOR accepts the relationship of trust and confidence established by the award of this bid solicitation. The CONTRACTOR covenants with the SPONSOR to utilize the CONTRACTOR's best skill, efforts and judgment in furthering the interest of the SPONSOR; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the SPONSOR.

All purchases for goods or services are subject to the availability of funds for this particular purpose.

### **FAILURE TO COMPLY WITH PROVISIONS**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

### **DEFAULT AND TERMINATION**

**Termination by CONTRACTOR:** The agreement resulting from this bid shall be subject to termination by CONTRACTOR in the event of any one or more of the following events: The default by SPONSOR in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of SPONSOR to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from CONTRACTOR to remedy the same.

**Termination by SPONSOR:** The agreement resulting from this bid shall be subject to termination by the SPONSOR at any time in the opinion of the SPONSOR; the CONTRACTOR fails to carry out the contract provisions of any one or more of the following events:

1. The default by CONTRACTOR in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of CONTRACTOR to remedy, or undertake to remedy with sufficient forces and to the SPONSOR's reasonable satisfaction, the SPONSOR shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the CONTRACTOR fails to remedy such conditions within thirty (30) days to the satisfaction of the SPONSOR, the SPONSOR may exercise their option in writing to terminate the Agreement without further notice to the CONTRACTOR and order the CONTRACTOR to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the SPONSOR.
2. CONTRACTOR files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of CONTRACTOR and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
3. CONTRACTOR'S failure to conduct services according to the approved bid specifications.
4. CONTRACTOR'S failure to keep, perform, or observe any other term or condition of this Agreement.

5. CONTRACTOR'S performance of the contract is unreasonably delayed.
6. Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the SPONSOR reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.
7. The CONTRACTOR agrees by its bid submission that the SPONSOR's decision is final and valid.

**Force Majeure:** Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Waiver:** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

## END OF INSTRUCTIONS TO BIDDERS

**This page intentionally left blank.**

**DIVISION 3 – PROPOSAL DOCUMENTS**

**PROPOSAL**

**IMPROVEMENTS TO DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

Failure to furnish all requested data will be cause for considering Bidder nonresponsive and may render this Bid invalid on that basis.

**BID FOR: DALTON MUNICIPAL AIRPORT  
OBSTRUCTION REMOVAL**

**SUBMITTED TO: CITY OF DALTON  
300 W. Waugh Street  
Dalton, GA 30722**

**SUBMITTED BY:** \_\_\_\_\_  
Bidder's Name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City, State and Zip Code  
  
\_\_\_\_\_  
Telephone                      email

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the drawings, the Advertisement, Proposal, Proposal Bond, Contract, Performance and Payment Bonds, Instructions to Bidders, General Conditions, General Provisions, and Special Provisions; and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and, if awarded the contract on this Proposal, to execute within **fifteen** calendar days after notice of award, the required Contract and the Performance Bond and Payment Bond, of which Contract this Proposal, the Plans for the work, and the Standard Specifications, with subsequent revisions shall be a part.

The undersigned bidder further agrees if awarded the contract on this proposal to begin work within **ten** days after the date of issuance of the Notice to Proceed unless otherwise authorized by the Engineer, and further agrees that within **fifteen** days after the date of the notice to proceed to have

at work all the equipment specified, along with such other necessary equipment as set out in the specifications.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Proposal, the Plans and the Specifications and set forth in the Proposal and to all "extra work" which may be required in connection with the construction and completion of the work as required by the Specifications Plans and Special Provisions.

For construction, the undersigned bidder has confirmed that the bidder's organization and equipment are available to perform the project. The bidder agrees, if deemed necessary by the Engineer, to increase this schedule of operations in order to complete the work within the time stated and to the satisfaction of the Engineer.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described.

The undersigned bidder declares that this proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud. The bidder also declares that he/she will perform a minimum of 30 percent of the contract work by his/her own forces.

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Contract Time: Bidder agrees that:

- (A) The Project Work will be completed within **THIRTY (30) Calendar Days** from the date when the Contract Time commences. Liquidated damages for additional days of runway closure shall apply.
- (B) He will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice.
- (C) The quantities of work listed in the Bid Schedule are approximate and are assumed solely for comparison of Bids. Compensation will be based upon the price bid and actual quantities of work performed in accordance with the Contract Documents.
- (D) Liquidated damages for the delay in completion will be Eight Hundred Dollars (\$800.00) per calendar day.
- (E) The undersigned bidder submits herewith proposal guarantee in an amount of not less than five percent (5%) of the total amount of the proposal offered and agrees

and consents that the proposal guarantee shall be forfeited to the Sponsor as liquidated damages if the required Contract, Performance Bond and Payment Bond are not executed within fifteen (15) calendar days from the Notice of Award and work has not started as required in the previous statements.

\_\_\_\_\_  
NAME OF BIDDER

BY: \_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

**This page intentionally left blank.**

**PROPOSAL BID FORM**  
**DALTON MUNICIPAL AIRPORT**  
**DALTON, GEORGIA**

**OBSTRUCTION REMOVAL**  
**BASE BID**

Item No.	Pay Item	Description	Approx. Qty	Unit	Unit Price	Cost
1	C-105	MOBILIZATION (INCLUDING PREPARATION & MAINTENANCE OF HAUL ROAD, STAGING AREA, REPAIRS, AND CLEAN-UP) @ _____	1	EA		
2	P-151-4.3	TREE REMOVAL (INCL GRINDING & SPREADING) @ _____	35	EA		
3	901-5.1	TEMPORARY AND PERMANENT SEEDING AND STRAW MULCHING @ _____	2	AC		
4	C-102-5.1a	TEMPORARY CONSTRUCTION ENTRANCE (INCL MAINTENANCE) @ _____	2	EA		
5		REMOVE AND REPLACE FARM/CATTLE GATE (INCL POSTS, HARDWARE, CHAIN, LOCK, ETC.) @ _____	1	EA		
6	P-160-5.2	REMOVE AND REPLACE CATTLE FENCE (BARBED WIRE) @ _____	1000	LF		
<b>BASE BID TOTAL</b>						

**ALTERNATE BID**

Item No.	Pay Item	Description	Approx. Qty	Unit	Unit Price	Cost
1	C-105	MOBILIZATION (INCLUDING PREPARATION & MAINTENANCE OF HAUL ROAD, STAGING AREA, REPAIRS, AND CLEAN-UP) @ _____	1	EA		



		TREE REMOVAL (INCL GRINDING & SPREADING) @ _____				
2	P-151-4.1		6	AC		
		TEMPORARY AND PERMANENT SEEDING AND STRAW MULCHING @ _____				
3	901-5.1		2	AC		
		TEMPORARY CONSTRUCTION ENTRANCE (INCL MAINTENANCE) @ _____				
4	C-102-5.1a		2	EA		
		REMOVE AND REPLACE FARM/CATTLE GATE (INCL POSTS, HARDWARE, CHAIN, LOCK, ETC.) @ _____				
5			1	EA		
		REMOVE AND REPLACE CATTLE FENCE (BARBED WIRE) @ _____				
6	P-160-5.2		1000	LF		
				<b>ALT BID TOTAL</b>		

Signature: \_\_\_\_\_  
(Bidder)

Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
NAME OF BIDDER

BY: \_\_\_\_\_  
NAME  
\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

Manufacturer's or  
Contractor's I.D. No. \_\_\_\_\_

**SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

Subcontractor/Supplier/Others	Subcontract Work Item	Dollar value of Subcontract work
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**PROPOSAL GUARANTEE (5%)**

**DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

Know All Men By These Presents, that \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

of \_\_\_\_\_  
(Address)

has tendered the attached (cashier's or certified) check payable to CITY OF DALTON, DALTON, GEORGIA to be held, cashed, forfeited or returned, pending the fulfillment of the following obligating conditions.

The conditions of this obligation are such as to operate as a guarantee that the Contractor will fully and promptly execute a contract and cause to be executed Performance and Payment Bonds acceptable to the Sponsor, as set forth in the Proposal or bid, should the same be accepted, and that not longer than fifteen (15) days after the receipt of notification of acceptance of his proposal and the receipt by the Contractor of contract forms from the Sponsor, he will execute in his Proposal or bid, together with and accompanied by Performance and Payment Bonds, satisfactory to the Sponsor, in the amount of the contract. It is also required that the Contractor begin work within ten (10) days after notice to proceed by the Sponsor, and further agrees that within fifteen (15) days after given notice to proceed by the Sponsor to have at work all of the equipment specified, along with such other necessary equipment as set out in the Special Provisions; and that failure to perform or comply with any or all of the foregoing requirements, within the time set forth above, shall be just and adequate cause for the annulment of the award, and it is understood that, in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Sponsor, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled, this obligation shall be null and void, otherwise to remain in full force and effect.

In testimony whereof, the Contractor has caused these presents to be fully signed, witnessed and attested.

WITNESS: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

ATTEST: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

**This page intentionally left blank.**

**PROPOSAL GUARANTEE BOND (5%)**

**DALTON MUNICIPAL AIRPORT  
DALTON, GEORGIA**

KNOW All Men By These Presents, that \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Principal"), Principal and the \_\_\_\_\_

a corporation created and existing under the laws of the State of \_\_\_\_\_

with its principal office in the City of \_\_\_\_\_ and licensed to do business in the State of

Georgia (hereinafter called the "Surety"), is held and firmly bound unto CITY OF DALTON,

DALTON, GEORGIA or their duly authorized representative, acting for the Sponsor, hereinafter

called the "Sponsor"), in the full and just sum of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

good and lawful money of the United States of America, to be paid at sight, without protest, of which sum of money will and truly to be paid, the said Surety binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed performance and payment bonds acceptable to the Sponsor, all set forth in the Proposal or bid, should the same be accepted, and that not longer than fifteen (15) days after the receipt by the notification of acceptance of this Proposal and this receipt by the Principal of contract forms from the Sponsor, he will execute a contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid, together with and accompanied by performance and payment bonds, satisfactory to the Sponsor, in the amount determined by the Sponsor, not to exceed the total amount of the contract; it is also required that the Contractor begin work within ten (10) days after notice to proceed by the Sponsor, and further agrees that within fifteen (15) days after given notice to proceed by the Sponsor to have at work all of the equipment

specified, along with other necessary equipment as set out in the Special Provision; and that failure to perform or comply with any or all of the foregoing requirements within the time set forth above, shall be just and adequate cause for the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the Sponsor, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Payment Bonds, as set forth in the Proposal, be executed, bonds being satisfactory to the Sponsor, this obligation shall be null and void, otherwise in full force and effect.

In testimony whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
(Principal)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_  
General Agent of Attorney-in Fact

(SEAL)

NOTE: Each agent representing such Surety Company must file with the Sponsor his Power of Attorney duly executed by said Surety Company. The Surety Company must be listed on U.S. Treasury Circular 570.

**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_, certify that I am Secretary of the corporation named as bidder herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_ and \_\_\_\_\_ who executed this proposal on behalf of the bidder were, then and there, \_\_\_\_\_ and \_\_\_\_\_ respectively, and that said proposal was duly signed by said officers for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the Sponsors of all outstanding stock of said corporation as of this date are as follows:

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary

(Corporate Seal)

**This page intentionally left blank.**



**CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY CORPORATION,  
PARTNERSHIP OR SOLE OWNER**

I, the undersigned \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_, a Georgia limited liability company (the "LLC") or Partnership, or Sole Owner. In order to induce CITY OF DALTON, DALTON, GEORGIA (the CITY) to enter into a contract with the LLC, Partnership, or Sole Owner executed on its behalf by me, I do hereby personally guarantee to the CITY that I, acting alone as \_\_\_\_\_, am vested with full power and authority to act for and on behalf of the LLC, Partnership, or Sole Owner in the execution of contracts between the LLC, Partnership or Sole Owner and the CITY, and any such contract(s) will be binding on the LLC, Partnership, or Sole Owner.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

**This page intentionally left blank.**

**FORM OF NONCONCLUSION AFFIDAVIT**

(This Affidavit is Part of Bid)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is

\_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_

the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against SPONSOR any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Bidder)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_.

(SEAL)

**This page intentionally left blank.**

### CERTIFICATION OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Bidder/Offeror must complete the following two certification statements. The Bidder/Offeror must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder/Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications**

- 1) The Bidder/Offeror represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
  
- 2) The Bidder/Offeror represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**Note**

If a Bidder/Offeror responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The Bidder/Offeror therefore must provide information to the Sponsor about its tax liability or conviction to the Sponsor, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

\_\_\_\_\_  
Signature of Bidder/Offeror

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**This page intentionally left blank.**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**This page intentionally left blank.**



## CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Sponsor evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic product
  3. To furnish US domestic product for any waiver request that the FAA rejects
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Sponsor within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

**CERTIFICATION REGARDING FOREIGN PARTICIPATION**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. This Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge of the certification of erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United State of America and the making of a false, fictitious, fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

**This page intentionally left blank.**

## CERTIFICATE OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

If the bidder has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the bidder shall submit written evidence of required compliance prior to award and within ten (10) days after opening of bids.

The Contractor or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier

subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, Section 1001.

---

Contractor

Date

### EQUAL OPPORTUNITY REPORT STATEMENT

The bidder shall complete the following statement by checking the appropriate spaces. Failure to complete these blanks may be grounds for rejection of bid.

The Bidder \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 11246 dated 24 September, 1965, or Executive Order 11114, dated 2 June, 1963.

The Bidder \_\_\_\_\_ has not \_\_\_\_\_ submitted compliance reports in connection with any such contract as required by applicable instructions.

If the bidder has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instruction, the bidder shall submit written evidence of required compliance within **ten (10)** days after opening of bids.

The bidder certifies that he does \_\_\_\_\_ does not \_\_\_\_\_ employ **fifty (50)** or more employees.

### PERFORMANCE OF WORK BY SUBCONTRACORS

The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties. (List only one subcontractor for each item.)

Item	Subcontractor
_____	_____
_____	_____
_____	_____

Other (Describe)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Total Cost of Items that BIDDER states will be performed by Subcontractor(s):

(\$ \_\_\_\_\_ )

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

**This page intentionally left blank.**



## REQUIREMENT OF 49 CFR PART 26 – (AS AMENDED) DISADVANTAGED BUSINESS ENTERPRISE

The following bid conditions apply to this Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

1. Definition - Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in 49 CFR Part 26, as amended.
2. Policy - It is the policy of DOT that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. DBE Obligation - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. Compliance - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligations, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Sponsor.
5. Subcontract Clause - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
6. Contract Award - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this DOT assisted contract.

The Sponsor proposes to award the contract to the lowest responsive and responsive bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. The bidder is advised that the Sponsor reserves the right to reject any or all bids submitted.

7. Subcontract Goals - The attainment of goals established for this contract are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is 0.00% to be performed by the DBE's.
8. Available Certified DBEs - The Sponsor has developed an DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Sponsor will accept as certified, those DBE firms which are identified by the Small Business Administration (SBA) as 8(a) firms and those firms which are currently certified by other Department of Transportation (DOT) agencies (such as the Department of Transportation). Firms which desire certification which

do not meet the SBA or other DOT agencies previous certification criteria are required by the Sponsor to complete the DOT recommended Schedule A or Schedule B (as applicable) in its entirety before they can be certified for this contract. Copies of Schedule A or Schedule B may be obtained from Sponsor. The act of simply filling out the Schedule A or Schedule B does not mean automatic certification by the Sponsor. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Sponsor.

9. Contractor's Required Submission - Prospective Contractors shall submit with his bid the following summary of "Letters of Intent" information concerning DBE participation.

The bidder/offeror will also be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
3. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (2);

**MINORITY SUBCONTRACTS**

Minority Subcontractor	Subcontract Work Item	Dollar value of Subcontract work
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**WOMEN SUBCONTRACTS**

Minority Subcontractor	Subcontract Work Item	Dollar value of Subcontract work
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
Total Value of Subcontract Work		\$ _____
Total Dollar Value of Base Bid		\$ _____
Percent of Total		\$ _____

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the

following information must be submitted with prospective Contractor's bid to assist the Sponsor in evaluating the efforts of the Contractor toward meeting DBE goals.

- a. Specify efforts used to identify and award contracts to minority businesses on this project;
  - b. Describe the method used to notify the public and minority community of your solicitation of bids, quantities, specifications and delivery schedule;
  - c. Identify the solicitation time set up in b. above and describe any follow-up action taken after the initial solicitation to determine if DBEs were interested in subcontract work;
  - d. Under this contract what work do you feel will be suitable for subcontracting?  
 (1) Number of Contracts \_\_\_\_\_  
 (2) Total Dollar Value    \$\_\_\_\_\_
  - e. List the name, address and bid prices of minority businesses that submitted bids for subcontracts under this project;
  - f. List DBEs that were rejected and give reasons for rejection; and,
  - g. Describe efforts made to assist DBEs in obtaining bonding or insurance and sub-mission of bids.
  - h. Other actions to secure DBE participation.
10. CONTRACTOR ASSURANCES - The bidder hereby assures that he will meet one of the following as appropriate:
- a. The DBE participation goals as established in paragraph 7 above.
  - b. The DBE participation percentage shown in paragraph 9 which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make an acceptable good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor. Substitutions must be coordinated with and approved by the Sponsor.

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

NAME OF BIDDER: \_\_\_\_\_

IRS NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**This page intentionally left blank.**

**CONTRACTOR - GEORGIA SECURITY AND IMMIGRATION  
COMPLIANCE ACT AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the CITY OF DALTON has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization/ E-Verify User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 2024 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**This page intentionally left blank.**

**SUBCONTRACTOR - AFFIDAVIT UNDER  
O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of the CITY OF DALTON has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b) Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization/ E-Verify User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-Contractor

\_\_\_\_\_  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 2024 in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**This page intentionally left blank.**



**SAVE AFFIDAVIT**

**REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT**

STATE OF GEORGIA  
WHITFIELD COUNTY, DALTON

By executing this affidavit under oath, as an applicant for a WHITFIELD COUNTY, DALTON, GEORGIA contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with WHITFIELD COUNTY, DALTON, GEORGIA:

\_\_\_\_\_  
*[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]*

As a representative of:

\_\_\_\_\_  
*(Name of the business, corporation, partnership, or other private entity)*

- 1) \_\_\_\_\_ I am a United States citizen
- OR**
- 2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature of Applicant: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**\*Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Alien Registration number for non-citizens: \* \_\_\_\_\_

**This page intentionally left blank.**

**OBSTRUCTION REMOVAL**

**CHECKLIST FOR BID DOCUMENTS**

***Failure to include all required documents will result in proposal being removed for consideration for award.***

<u>DOCUMENTATION DESCRIPTION</u>	<u>Please check</u>
1. Proposal	<input type="checkbox"/>
2. Proposal Bid Form	<input type="checkbox"/>
3. Addenda Acknowledgement	<input type="checkbox"/>
4. Proposal Guarantee (5%)	<input type="checkbox"/>
5. Proposal Guarantee Bond (5%)	<input type="checkbox"/>
6. Certificate of Corporate Bidder <u>OR</u> Certificate of Authority for LLC, Partnership or Sole Owner	<input type="checkbox"/>
7. Form of Noncollusion Affidavit	<input type="checkbox"/>
8. Certification Regarding Debarment, Suspension, Ineligibility and Volunteer Exclusion	<input type="checkbox"/>
9. Buy American Certification	<input type="checkbox"/>
10. Certification Regarding Foreign Participation	<input type="checkbox"/>
11. Certification of Nonsegregated Facilities	<input type="checkbox"/>
12. Equal Opportunity Report Statement	<input type="checkbox"/>
13. Performance of Work by Subcontractors	<input type="checkbox"/>
14. Disadvantaged Business Enterprise Program	<input type="checkbox"/>
15. Contractor – Georgia Security and Immigration Compliance Act Affidavit and Agreement	<input type="checkbox"/>
16. Subcontractor – Georgia Security and Immigration Compliance Act Affidavit and Agreement	<input type="checkbox"/>
17. SAVE Affidavit	<input type="checkbox"/>
18. Proof of Insurance	<input type="checkbox"/>
19. GDOT DBE Certification (if DBE Goal is required)	<input type="checkbox"/>
20. Evidence of Competency (if not GDOT Prequalified)	<input type="checkbox"/>
21. Evidence of Financial Responsibility (if not GDOT Prequalified)	<input type="checkbox"/>
22. Proof of GDOT Prequalification	<input type="checkbox"/>
23. Bid Documents Submittal Checklist (This Page)	<input type="checkbox"/>

***This affirms that all documents are included with the bidder's bid package.***

\_\_\_\_\_  
Company's Name \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative's Name \_\_\_\_\_  
Authorized Representative's Signature  
(Print or Type)

**END OF PROPOSAL DOCUMENTS**

**This page intentionally left blank.**

**DIVISION 4 – CONTRACT DOCUMENTS****CONTRACT****STATE OF GEORGIA  
WHITFIELD COUNTY, DALTON, GEORGIA**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **CITY OF DALTON, DALTON, GEORGIA** (Party of the, First Part, hereinafter called the Sponsor) and \_\_\_\_\_ (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said Sponsor, for the consideration herein mentioned and under the provision of the Performance Bond and Labor and Materials Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions and this Agreement, shall all form essential parts to this Agreement. The work covered by this Agreement includes all work shown on plans and specifications and listed in the conditions and specifications, to wit: Improvements to DALTON MUNICIPAL AIRPORT, DALTON, GEORGIA and CROY Engineering, LLC project No. 2106.008.

The Contractor awarded work under this contract shall commence work within **ten** days after the issuance of the Notice to Proceed. **All work shall be fully completed within SIXTY (60) Calendar Days** from the Notice to Proceed.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the Sponsor as liquidated damages and not as a penalty, the amount of Eight Hundred Dollars (\$800.00) per calendar day for a delay in completion.

The Sponsor shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, the full sum of \_\_\_\_\_ (\$ \_\_\_\_\_) based on the quantities shown in the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the Sponsor that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the Sponsor may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Sponsor to the payment of such just claims

It is further mutually agreed between the Parties hereto that if, at any time after the execution of agreement and the Performance Bond for its faithful performance and the Labor and Materials Payment bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

IN WITNESS WHEREOF the parties hereto have executed this agreement in triplicate this day of \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST: (As to Contractor)  
Signed and sealed in the  
Presence of:

\_\_\_\_\_

\_\_\_\_\_ L.S. By: \_\_\_\_\_ L.S.

\_\_\_\_\_ L.S. Title:

(SEAL)

ATTEST:

(SEAL)

\_\_\_\_\_ L.S.  
Secretary

ATTEST:(As to Sponsor)

**CITY OF DALTON  
WHITFIELD/DALTON, GEORGIA**

By: \_\_\_\_\_ L.S. By: \_\_\_\_\_ L.S.

APPROVED AS TO FORM BEFORE EXECUTION

By: \_\_\_\_\_ L.S.  
Attorney for City of Dalton

**CERTIFICATE OF CORPORATE AUTHORITY**

I, \_\_\_\_\_, certify that I am Secretary of the Corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of \_\_\_\_\_; that \_\_\_\_\_ who executed this contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and that said contract was duly signed by said officer and in behalf of said corporation, pursuant to the authority and its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_ (Corporate Seal)

**This page intentionally left blank.**



**CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY CORPORATION, PARTNERSHIP OR SOLE OWNER**

I, the undersigned \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_, a Georgia limited liability company (the "LLC") or Partnership, or Sole Owner. In order to induce CITY OF DALTON (the CITY) to enter into a contract with the LLC, Partnership, or Sole Owner executed on its behalf by me, I do hereby personally guarantee to the CITY that I, acting alone as \_\_\_\_\_, am vested with full power and authority to act for and on behalf of the LLC, Partnership, or Sole Owner in the execution of contracts between the LLC, Partnership or Sole Owner and the CITY, and any such contract(s) will be binding on the LLC, Partnership, or Sole Owner.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

**This page intentionally left blank.**

**PERFORMANCE BOND (100%)**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, licensed to do business in the State of Georgia, are held and firmly bound unto **CITY OF DALTON, DALTON, GEORGIA** as Obligee, hereinafter called the Sponsor, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Sponsor, dated \_\_\_\_\_ 2024, for **IMPROVEMENTS TO DALTON MUNICIPAL AIRPORT, DALTON, GEORGIA, and CROY ENGINEERING Project No. 2106.008.**

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Sponsor, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, except that no change will be made which increases the total contract price more than twenty percent in excess of the original contract price without notice to the Surety, then this obligation to be void, otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by Sponsor to be in default under the Contract, the Sponsor having performed Sponsor's obligations thereunder, the Surety may promptly remedy the

default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Sponsor elects, upon determination by the Sponsor and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Sponsor, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term 'balance of the contract price', as used in this paragraph, shall mean the total amount payable by Sponsor to Principal under the Contract and any amendments thereto, less the amount properly paid by Sponsor to Principal.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
(Principal) (SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety) (SEAL)

BY: \_\_\_\_\_

Power of Attorney is attached.

**PAYMENT BOND (100%)**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_ a corporation of the State of \_\_\_\_\_ with its principal office in City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, licensed to do business in the State of Georgia, are held and firmly bound unto **CITY OF DALTON, DALTON, GEORGIA** (hereinafter called the Obligee), for the use and protection of all subcontractors and all persons supplying labor, machinery, materials, and equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of \_\_\_\_\_ (\$ \_\_\_\_\_), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2024, with the Obligee for **DALTON MUNICIPAL AIRPORT, DALTON, GEORGIA, and CROY ENGINEERING Project No. 2106.008** which Contract is by reference made a part hereof.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform said Contract according to its terms, covenants and conditions, and shall promptly pay all persons furnishing labor or material for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, material, machinery or equipment for use in the performance of said contract shall have a direct right of action on this Bond, provided payment has not been made in full within **ninety (90) days** after the last day on which labor was performed, materials, machinery, and equipment furnished or the subcontract completed.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor or material having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the contract by the proper authorities.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2024.

\_\_\_\_\_  
(Principal) (SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety) (SEAL)

BY: \_\_\_\_\_

Power of Attorney is attached.

The Surety Company must be listed on U.S. Treasury Circular 570.

**END OF CONTRACT DOCUMENTS**

## DIVISION 5 - FAA – General Contract Provisions

### Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) 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	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled

Paragraph Number	Term	Definition
		and/or serviced.
10-08	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	<b>Award</b>	The Sponsor's notice to the successful bidder of the acceptance of the submitted bid.
10-10	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	<b>Building Area</b>	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.
10-12	<b>Calendar Day</b>	Every day shown on the calendar.
10-13	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	<b>Contract</b>	<p>A written agreement between the Sponsor and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>



Paragraph Number	Term	Definition
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<b>Contract Time</b>	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Sponsor to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

Paragraph Number	Term	Definition
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	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 Sponsor's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Sponsor Force Account - Work performed for the project by the Sponsor's employees.</p>
10-31	<b>Intention of Terms</b>	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) 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 and/or RPR, subject in each case to the final determination of the Sponsor.</p> <p>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.</p>

Paragraph Number	Term	Definition
10-32	<b>Lighting</b>	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.
10-33	<b>Major and Minor Contract Items</b>	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
10-35	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	<b>Notice to Proceed (NTP)</b>	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.
10-37	<b>Sponsor</b>	The term "Sponsor" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Sponsor" is capitalized in this document, it shall mean airport Sponsor only. The Sponsor for this project is the <b>City of Dalton, Georgia</b> .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the

Paragraph Number	Term	Definition
		contract.
10-42	<b>Plans</b>	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. Plans may also be referred to as 'contract drawings.'
10-43	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Sponsor.
10-46	<b>Quality Assurance (QA)</b>	Sponsor's responsibility to assure that construction work completed complies with specifications for payment.
10-47	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Sponsor or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Sponsor's, or QA Laboratory.
10-50	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Sponsor to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-51</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
<b>10-52</b>	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
<b>10-53</b>	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
<b>10-54</b>	<b>Specifications</b>	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.
<b>10-55</b>	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Sponsor of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
<b>10-56</b>	<b>Structures</b>	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; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
<b>10-57</b>	<b>Subgrade</b>	The soil that forms the pavement foundation.
<b>10-58</b>	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
<b>10-59</b>	<b>Supplemental Agreement</b>	A written agreement between the Contractor and Sponsor that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4)

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		adding or deleting of a major contract item.
<b>10-60</b>	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Sponsor by the Contractor.
<b>10-61</b>	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
<b>10-62</b>	<b>Taxiway</b>	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, aircraft parking areas, and terminal areas.
<b>10-63</b>	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
<b>10-64</b>	<b>Work</b>	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.
<b>10-65</b>	<b>Working day</b>	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 six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
<b>10-66</b>	<b>Sponsor Defined terms</b>	<b>None</b>

**END OF SECTION 10**

## Section 20 Proposal Requirements and Conditions

### **20-01 Advertisement (Notice to Bidders). See Advertisement in Front End Documents.**

**20-02 Qualification of bidders.** Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Sponsor at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Sponsor satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Sponsor.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 Contents of proposal forms.** The Sponsor's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Sponsor will accept only those Proposals properly executed on physical forms or electronic forms provided by the Sponsor. Bidder actions that may cause the Sponsor to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

**Mobilization is limited to 10 percent of the total project cost.**

**20-04 Issuance of proposal forms.** The Sponsor reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Sponsor, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Sponsor at the time the Sponsor issues the proposal to a prospective bidder.

- c. Documented record of Contractor default under previous contracts with the Sponsor.
- d. Documented record of unsatisfactory work on previous contracts with the Sponsor.

**20-05 Interpretation of estimated proposal quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Sponsor does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

**20-07 Preparation of proposal.** The bidder shall submit their proposal on the forms furnished by the Sponsor. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

Prices should generally be written in whole dollars and cents. The extended total amount of each item should not be rounded.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Sponsor's invitation for bid. It is the Sponsor's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular proposals.** Proposals shall be considered irregular for the following reasons:



- a. If the proposal is on a form other than that furnished by the Sponsor, or if the Sponsor's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Sponsor.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Sponsor reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Sponsor and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Sponsor.

**20-11 Delivery of proposal. See Instructions to Bidders**

**20-12 Withdrawal or revision of proposals.** A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Sponsor before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of proposals.** Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

**20-14 Disqualification of bidders.** A bidder **may** be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Sponsor until any such participating bidder has been reinstated by the Sponsor as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Sponsor's Engineer of the matter. A bidder that has doubt as to the

true meaning of a project requirement may submit to the Sponsor's Engineer a written request for interpretation no later than **7** days prior to bid opening.

Any interpretation of the project bid documents by the Sponsor's Engineer will be by written addendum issued by the Sponsor. The Sponsor will not consider any instructions, clarifications, or interpretations of the bidding documents in any manner other than written addendum.

Offerors (bidders) submitting proposals may be afforded an opportunity for discussion, negotiation, and revision of proposals. Discussions, negotiations, and revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

**END OF SECTION 20**

## Section 30 Award and Execution of Contract

**30-01 Consideration of proposals.** After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Sponsor reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Sponsor reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Sponsor and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Sponsor's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within **120** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Sponsor elects to proceed with an award of contract, the Sponsor will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 Cancellation of award.** The Sponsor reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Sponsor in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Sponsor has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Sponsor until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Sponsor receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Sponsor a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Sponsor. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**All Bonds (Proposal, Payment and Performance) must be signed or countersigned by the surety company's proper resident agent, authorized to do business in the State of Georgia, on whom service can be made in the event of litigation.**

**30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Sponsor, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15** calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Sponsor shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Sponsor's approval to be bound by the successful bidder's proposal and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Sponsor.

**END OF SECTION 30**

## Section 40 Scope of Work

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Sponsor reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Sponsor's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Sponsor and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Sponsor reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items.** The Sponsor, the Sponsor's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Sponsor may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Sponsor's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Sponsor shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Sponsor.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**d. The Contractor shall make his/her own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.**

**e. The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be included in the various contract items.**

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Sponsor when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Sponsor.

**END OF SECTION 40**



## Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Sponsor, the RPR will advise the Sponsor of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Sponsor a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over

contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Sponsor or the designated representative in writing requesting their written interpretation and decision.

#### **50-04 List of Special Provisions.**

SPECIAL PROVISION: Section 100 Construction Contract Clauses – Airport Development Program

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors.** The Sponsor reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Sponsor from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State

Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **hard copy and electronic format (pdf and AutoCAD and/or Microstation version 2004 or later).**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Sponsor.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Sponsor, authorized representatives of the Sponsors of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility Sponsor a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Sponsor may suspend any work necessary for the Sponsor to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Sponsor, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Sponsor, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Sponsor shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Sponsor will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Sponsor for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

**END OF SECTION 50**

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

**Federal Contract Clauses are available at the following FAA website:**  
**[www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/)**

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Sponsor in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Sponsor shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.



**60-05 Engineer/ Resident Project Representative (RPR) field office.** An Engineer/RPR field office is not required.

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Sponsor or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Sponsor's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Sponsor or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Sponsor furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Sponsor. Sponsor-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Sponsor-furnished materials shall be included in the unit price bid for the contract item in which such Sponsor-furnished material is used.

After any Sponsor-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Sponsor-furnished material. The Sponsor will deduct from any monies due or to become due the Contractor any cost incurred by the Sponsor in making good such loss due to the Contractor's handling, storage, or use of Sponsor-furnished materials.

## END OF SECTION 60

This page intentionally left blank.

## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Sponsor and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

***Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.***

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Sponsor. The Contractor and the surety shall indemnify and hold harmless the Sponsor, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Sponsor for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Sponsor reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Sponsor, such authorized work (by others) **shall be indicated in writing prior to the work being performed.**

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Sponsor of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Sponsors by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** The United States Government has agreed to reimburse the Sponsor for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) **G-101** of the project plans.

**70-09 Use of explosives. The use of explosives is not permitted on this project.**

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Sponsor and their officers, agents, and employees from all suits, actions, or claims, of any character,

brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Sponsor for such purpose may be retained for the use of the Sponsor or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Sponsor, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Sponsor prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Sponsor in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Sponsor in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Sponsor shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether

arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the Sponsor of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Sponsor to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

**Contractor shall make every effort to protect the utilities in place. Contractor shall coordinate with utility companies for relocation where necessary. Airport Sponsor and/or Engineer will provide contact information when needed. Utility companies to be contacted prior to making modifications.**

It is understood and agreed that the Sponsor does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Sponsors of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Sponsors advised of changes in their plan of operations that would affect such Sponsors.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Sponsor of their plan of operation. If, in the Contractor's opinion, the Sponsor's assistance is needed to locate the utility service or facility or the presence of a representative of the Sponsor is desirable to observe the work, such advice should be included in the notification. Such notification shall be

given by the most expeditious means to reach the utility Sponsor's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Sponsor to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility Sponsor and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility Sponsor.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Sponsor reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-16 Furnishing rights-of-way.** The Sponsor will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Sponsor either personally or as an official of the Sponsor. It is understood that in such matters they act solely as agents and representatives of the Sponsor.

**70-18 No waiver of legal rights.** Upon completion of the work, the Sponsor will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Sponsor from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Sponsor be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Sponsor of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Sponsor for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Sponsor's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter **and shall comply with 49 CFR § 18.36(i)(12).**

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any

building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Sponsor will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Sponsor order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** Contractor shall purchase and maintain such comprehensive general liability, comprehensive automobile liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use of resulting therefrom;
6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
7. Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required shall include the specific coverages and be written for no less than the limits of liability and coverages specified or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or



endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Sponsor and Engineer by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with subsection 50-18. In addition, Contractor shall maintain such completed operations insurance for at least two years after final payment and furnish Sponsor with evidence of continuation of such insurance at final payment and one year thereafter, with the exception of Sponsor's Protective Liability coverage.

**Indemnification:** In any and all claims against Sponsor or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 70-11 above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**Coverages:** The limits of liability for the insurance required by Paragraph 70-11 shall provide coverage for not less than the following amounts or greater where required by law:

1. Workers' Compensation, etc.:

- |                          |           |
|--------------------------|-----------|
| a. State:                | Statutory |
| b. Applicable Federal:   | Statutory |
| (e.g. Longshoreman's)    |           |
| c. Employer's Liability: | \$500,000 |

2. Comprehensive General Liability:

- |   |   |
|---|---|
| a. Bodily Injury and Property Damage:   | Combined Single Limit<br>\$5,000,000 Per Occurrence |
| b. The Contractor's General Liability insurance shall provide coverage for the following: (1) Premises - Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (5) Underground Hazard, (6) Broad Form Property Damage, (7) Where applicable, Explosion and Collapse Hazard, and (8) Personal Injury. |   |

3. Comprehensive Automobile Liability:

- |   |  |
|---|--|
| a. Bodily Injury and Property Damage:   | Combined Single Limit<br>\$1,000,000(Per Occurrence) |
| b. The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage Per Occurrence for owned, hired and non-owned vehicles. |  |

Contractor will provide such additional information in respect of insurance provided by him as the Sponsor may reasonably request. Failure by Sponsor to give any such notice of objection within the time provided

shall constitute an acceptance of such insurance purchased by Contractor as complying with the Contract Documents.

The Sponsor, its officials and staff and the Engineer shall be names as additional insured with respect of notice in the Policy, A Certificate of Insurance naming the Sponsor as a certificate holder shall be issued by the Contractor's insurance provider to Sponsor. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with Sponsor before operations are begun. Certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this subsection. The certificates shall, in addition to the information relative to the insurance required, contain the following:

- (1) Inception and expiration dates of insurance policy.
- (2) Limits of liability provided (Public Liability and Property Damage).
- (3) Coverage provided, including special hazards if required.
- (4) Name of insurance company.
- (5) Policy Number.
- (6) Additional interests covered.
- (7) Statement that the Explosion, Collapse, and Underground exclusions do not apply.
- (8) Certificate shall reflect self-insured retention applicable to any contract of insurance.
- (9) Excess liability certified contracts must state underlying insurance requirements.
- (10) Project number and nature of work.

No certificate will be accepted which exculpates the issuer or reduces any rights conferred on the Sponsor by the above certificates, nor will they be accepted unless the certificates bear a live signature of a direct representative of a company authorized to do business in the state where the work is located.

No certificate will be accepted unless the person signing the certificate certifies, in a separate letter, his exact relationship with the insurance carrier or carriers indicated in the certificate.

The Sponsor may, at his discretion, modify or waive any of the foregoing requirements.

No contract of insurance containing a "claims made" insuring agreement will be acceptable unless the Contractor offering such insurance to fulfill the requirements of this Contract agrees that each such contract of insurance shall be renewed for the entire existence of the Contractor, their successors or assigns; and that on termination of such coverage which is not replaced by a similar contract with the required limits of liability, a "tail policy" will be purchased with limits not less than those required by this Contract."

**The Contractor shall additionally provide insurance as described in Section 9 of the GDOT Construction Contract with the Sponsor. Prior to beginning work, Contractor shall furnish to the Georgia Department of Transportation (the DEPARTMENT), a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below:**

1. Prior to beginning the work, the CONTRACTOR shall obtain and furnish certificates and the endorsement page to the DEPARTMENT for the following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.
2. The insurance certificate must provide the following:
  - a. Name, address, signature and telephone number of authorized agents.
  - b. Name and address of insured.
  - c. Name of Insurance Company.
  - d. Description of coverage in standard terminology.
  - e. Policy number, policy period and limits of liability.
  - f. Name and address of the DEPARTMENT as certificate holder.
  - g. Thirty (30) day notice of cancellation.
  - h. Details of any special policy exclusions.
3. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

**70-22 Distracted Driving.** *In accordance with Executive Order 1351, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or a sub-grant.*

*In support of this initiative, the Sponsor encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve a driving motor vehicle in performance of work activities associated with the project.*

**END OF SECTION 70**

**This Page Intentionally Left Blank**

## Section 80 Execution and Progress

**80-01 Subletting of contract.** The Sponsor will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **30** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Sponsor, and shall be consummated only on the written approval of the Sponsor.

**The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:**

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP).** The Sponsors notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **7** days of the NTP date. The Contractor shall notify the RPR at least **24 hours** in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Sponsor.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least **10 days** prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their

operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least **24 hours** in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Sponsor.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a **twice** monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least **48 hours** prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as described in the CSPP.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Sponsor for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Sponsor. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Sponsor shall have the authority to suspend the work wholly, or in part, for such period or periods the Sponsor may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Sponsor, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Sponsor for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The **number of calendar days** shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Sponsor's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Sponsor should the Contractor fail to complete the work in the time provided in their contract.

**See Proposal Form for Schedule of Liquidated Damages.**

The maximum construction time allowed for Schedules **is shown on the Proposal Form**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after



the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Sponsor of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Sponsor to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Sponsor consider the Contractor in default of the contract for any reason above, the Sponsor shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Sponsor's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Sponsor will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Sponsor may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Sponsor, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Sponsor the amount of such excess.

**80-10 Termination for national emergencies.** The Sponsor shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**

## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using **United States Customary Units of Measurement**.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of</p>

Term	Description
	<p>the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature

of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Sponsor.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Sponsor.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than **15 days** after the Contractor has received a partial payment. The Sponsor must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 15 days after the subcontractor’s work is satisfactorily completed. A subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount determined to be payable on a partial payment, **10 percent** of such total amount will be deducted and retained by the Sponsor for protection of the Sponsor's interests. Unless otherwise instructed by the Sponsor, the amount retained by the Sponsor will be in effect until the final payment is made except as follows:

1. Contractor may request release of retainage on work that has been partially accepted by the Sponsor in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Sponsor for partially accepted work.
2. In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.
3. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 15 days after the Contractor has received a partial payment. Contractor must provide the Sponsor evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 15 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Sponsor. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
4. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Sponsor's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Sponsor may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Sponsor to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Sponsor a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Sponsor to indemnify the Sponsor against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Sponsor may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments for **materials on hand are not allowed in this contract.**

**90-08 Payment of withheld funds.** At the Contractor's option, if an Sponsor withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request

that the Sponsor deposit the retainage into an escrow account. The Sponsor's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Sponsor.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Sponsor and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Sponsor.

d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Sponsor as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Sponsor in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Sponsor takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Sponsor takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.



Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Sponsor real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Sponsor will notify the Contractor, in writing, within **seven (7)** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **14** days after receipt of notice, the Sponsor shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Sponsor, as directed by the Sponsor, and (3) Enforce all warranties for the benefit of the Sponsor.

h. This warranty shall not limit the Sponsor's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

- h.** Manufacturer's certifications for all items incorporated in the work.
- i.** All required record drawings, as-built drawings or as-constructed drawings.
- j.** Project Operation and Maintenance (O&M) Manual(s).
- k.** Security for Construction Warranty.
- l.** Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

**SPECIAL PROVISION: Section 100 Construction Contract Clauses**  
**Airport Development Program**

**PART I - WAGE AND LABOR PROVISIONS**

**DAVIS-BACON REQUIREMENTS:**

**A. Minimum Wages.**

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

c. In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of

failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or SPONSOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2. a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or SPONSOR, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the

- applicant, Sponsor, or SPONSOR, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or SPONSOR).
- b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period (1) contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
3. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or SPONSOR, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.
- D. Apprentices and Trainees.
1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a

bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there

is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

F. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

G. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

H. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.



(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

K. Contract Workhours and Safety Standards Act Requirements:

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the SPONSOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Veteran's Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

Copeland "Anti-Kickback" Act Requirements:

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the SPONSOR, a weekly statement on the wages paid to each employee performing on covered work during the prior week. SPONSOR must report any violations of the Act to the Federal Aviation Administration.

Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour

"General Decision Number: GA20240281 01/05/2024

Superseded General Decision Number: GA20230281

State: Georgia

Construction Type: Highway

County: Whitfield County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).



HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.39 **	1.94
INSTALLER - GUARDRAIL.....	\$ 13.10 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.46 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.13 **	0.00
LABORER: Grade Checker.....	\$ 11.45 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.96 **	0.00
LABORER: Pipelayer.....	\$ 12.57 **	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 13.23 **	1.26
LABORER: Common or General, Includes Erosion Control.....	\$ 10.77 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.39 **	1.29
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.22 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.04 **	1.43
OPERATOR: Bulldozer.....	\$ 15.70 **	1.82
OPERATOR: Compactor.....	\$ 14.04 **	0.00
OPERATOR: Concrete Saw.....	\$ 18.47	0.00
OPERATOR: Crane.....	\$ 21.37	0.00
OPERATOR: Grader/Blade.....	\$ 19.35	0.00
OPERATOR: Hydroseeder.....	\$ 13.93 **	0.00
OPERATOR: Loader.....	\$ 13.82 **	1.88
OPERATOR: Mechanic.....	\$ 21.08	0.00
OPERATOR: Milling Machine.....	\$ 15.57 **	2.10

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.05 **	3.19
OPERATOR: Piledriver.....	\$ 16.70 **	0.00
OPERATOR: Roller.....	\$ 13.62 **	1.60
OPERATOR: Scraper.....	\$ 12.64 **	0.00
OPERATOR: Screed.....	\$ 14.68 **	2.19
PAINTER: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 13.20 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.37 **	0.00
TRAFFIC SIGNALIZATION: Laborer.....	\$ 12.76 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.00 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.96 **	1.19
TRUCK DRIVER: Hydroseeder Truck.....	\$ 14.92 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.68	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.42 **	1.86
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.13 **	0.00

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and

are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"



PART II - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (41 CFR 60-4.3).

1. As used in these specifications:

"Covered area" means the geographical area described in the solicitation from which this contract resulted;

"Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

"Employer identification number" means the federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

"Minority" includes:

- (1) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any

covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in a geographical area where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal Procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, a community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to

- minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation, at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation

to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally,) the Contractor may be in violation of the executive order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- B. Compliance with Nondiscrimination Requirements. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
1. **COMPLIANCE WITH REGULATIONS.** The Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  2. **NONDISCRIMINATION.** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
  4. **INFORMATION AND REPORTS.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. **SANCTIONS FOR NONCOMPLIANCE.** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. **INCORPORATION OF PROVISIONS.** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such

provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into litigation to protect the interests of the United States.

C. Equal Employment Opportunity Clause. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising that said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
1. 8. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.
9. Prompt Payment: The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than seven (7) days from the receipt of each payment, the prime contractor received from the Sponsor. The prime Contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors. Failure to comply with the prompt payment provision of the Contract may result in sanctions under the Contract, as listed below.
  - (1) Refusal to issue proposals
  - (2) Damages
  - (3) Suspension of Work on the project
  - (4) No additional progressive payments may be processed
  - (5) Suspension of prequalification
- D. Notices to be Posted. The "Equal Employment Opportunity is the Law" poster is to be posted by the Contractor in a conspicuous place available to employees and applicants for employment as required by paragraphs (1) and (3) of the EEO clause. Copies of this poster will be furnished to Contractors at the preconstruction conference.
- E. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246, As Amended).



1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - A. Timetables
  - B. Goals for minority participation for each trade  
(Vol. 45 Federal Register pg. 65984 10/3/80)
  - C. Goals for female participation in each trade - (6.9%)

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and trainings shall be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

F. Required Reports.

1. Monthly Employment Utilization Report. This report is to be prepared on Form CC 257 (Rev. 9-78) and sent to the Area Office, Federal Contract Compliance Program (OFCCP) that serves the geographical area in which this project is located. The report is due by the 10<sup>TH</sup> day of each month after work has commenced. The Contractor will be advised further regarding this report including the address of the OFCCP Area Office, at the preconstruction conference.
  2. Annual EEO-1 Report. Contractors/Subcontractors working on federally assisted airport construction projects are required to file annually, on or before March 31, complete and accurate reports on Standard Form 100 (Employee Information Report, EEO-1). The first such report is required within 30 days after award unless the Contractor/Subcontractor has submitted such a report within 12 months preceding the date of award (the FAA or Department of Labor OFCCP can designate other intervals). This form is normally furnished based on a mailing list, but can be obtained from the Joint Reporting Committee, 1800 G. Street, NW, Washington, DC 20506. This report is required if a Contractor or Subcontractor meets all of the following conditions.
    - a. Nonexempt. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5, and
    - b. Number of Employees. Has 50 or more employees.
    - c. Contractor/Subcontractor. Is a prime Contractor of first tier subcontractor, and a financial institution which is an issuing and paying agent for US savings bonds and savings notes. Some Subcontractors below the first tier who work at the site are required to file if they meet the requirements of 41 CFR 60-1.7.
  3. Records. The FAA or Department of Labor OFCCP may require a Contractor to keep employment or other records and to furnish, in the form requested within reasonable limits, such information as necessary.
- G. Requirement for Certification of Nonsegregated Facilities.
1. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS.
    - a. Certification of Nonsegregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
    - b. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
    - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

2. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NONSEGREGATED FACILITIES
  - a. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
  - b. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
  - c. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

### **Certification of Nonsegregated Facilities**

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

### **General Civil Rights Provisions**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

#### **Title VI List of Pertinent Nondiscrimination Authorities**

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).PART III - MISCELLANEOUS CONTRACT PROVISIONS

- A. Airport Improvement Program Project. The work in this contract is included in Airport Improvement Program which is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs of the project that are determined to be allowable project costs under that Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or to any rights granted to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.
- B. Consent to Assignment. The Contractor shall obtain the prior written consent of the SPONSOR to any proposed assignment of any interest in or part of this contract.
- C. Veterans Preference. In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans,

Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

- D. FAA Inspection and Review. The Contractor shall allow any authorized representative of the FAA to inspect and review any work or materials used in the performance of this contract.
- E. Subcontracts. The Contractor shall insert in each of his subcontracts the provisions contained in paragraphs A, C, and D of this section and also a clause requiring the Subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- F. Clean Air and Water Pollution Control. (Reference 2 CFR 200 Appendix II (G)) Contractors and subcontractors agree:
1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
  2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
  3. That, as a condition for award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
  4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.
- G. Drug Free Workplace Certification: The CONTRACTOR must certify that they are in full compliance with the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act". The undersigned further certifies that:
- a. A drug-free workplace will be provided for the CONTRACTOR'S employees during performance of the contract; and
  - b. Each CONTRACTOR who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification:  
"As part of the subcontracting agreement with (CONTRACTOR's name), (Subcontractor's name) certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

- c. The CONTRACTOR further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
  - (1) The CONTRACTOR has made false certification hereinabove; or
  - (2) The CONTRACTOR has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

H. Certificate Regarding Debarment and Suspension (Bidder or Offeror).

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification Regarding Debarment and Suspension (Successful Bidder Regarding Lower Tier Participants)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

I. Termination of Contract.

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor’s convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
  4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
  5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- J. Inspection of Records (Reference 2 CFR 200.326, 200.333). The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of the duly authorized representatives' access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made.
- K. Rights to Inventions. All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor.
- L. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- M. Lobbying and Influencing Federal Employees. The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an office or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an



employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- N. Energy Conservation Requirements. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- O. Foreign Trade Restrictions (DOT Regulation 49 CFR Part 30). Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U. S. Contractors.
- P. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

- Q. Trade Restriction Clause. The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
  - b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
  - c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any

product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**END OF SECTION 100**

**This Page Intentionally Left Blank**

**DIVISION 6 – TECHNICAL SPECIFICATIONS****SECTION 00001 - TECHNICAL SPECIFICATIONS**

All items of work shall be in accordance with the Federal Aviation Administration Standard Specifications for Airports and Special provisions except as modified in this Section, or in accordance with Georgia Standard Specifications of Transportation Systems, 2021 Edition and special provisions.

**END OF SECTION 00001**

This Page Intentionally Left Blank

## SECTION 01010 - SUMMARY OF WORK

### PART 1 GENERAL

#### 1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General Provisions and Supplementary Conditions, Specifications sections in this manual and applicable Advisory Circular 150/5370-10H Standards for Specifying Construction of Airports or State of Georgia, Department of Transportation Standard Specification sections, as specified, apply to work of this section.
- B. Division 1 - General Requirements of the contract specifications is an integral part of the Contract Documents of the Contract.
- C. Related Requirements specified in other sections of the specifications:

Restrictions on use of site, safety requirements and work within Air Operations Areas are specified in Section 01030-Airport Project Procedures (Construction Safety Plan.)

#### 1.02 PROJECT IDENTIFICATION:

- A. Obstruction Removal

#### 1.03 WORK COVERED BY CONTRACT DOCUMENTS:

- A. Work covered by the contract documents is located at the Dalton Municipal Airport, Dalton, Georgia. The work of this project includes, but is not limited to:

Base Bid: All labor, materials and supervision to cut and remove twenty-four (24) trees as indicated on the plan sheets.

The tasks required to do this work include but are not limited to the following:

1. Install temporary Construction Exit /Entrance and prepare existing access road for use.
2. Cut and remove trees from site.
3. Clean work-site and repair damage (if any) to grassing, access road, fences, gates, etc..

1.04 SUMMARY BY REFERENCES:

- A. Work of the Contract can be summarized by references to the Contract, General Provisions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the contract documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.

**END OF SECTION 01010**

**SECTION 01030 - AIRPORT PROJECT PROCEDURES**  
**(CONSTRUCTION SAFETY PHASING PLAN)**

Part 1 GENERAL

1.01 INTRODUCTION:

- A. This project involves Contractor operations within active Airport Operational Areas (A.O.A.). The Airport will conduct normal aircraft operations (subject to certain restrictions which shall be called out in this section) during the course of this project. Therefore, in order to provide for the security and safety of Airport users and the Contractor's forces, as well as to minimize interruptions to aircraft operations, the Contractor shall limit his work within the areas as designated on the plans and conduct his operations as set forth in the specifications.

**THE CONTRACTOR AND ALL PERSONNEL SHALL NOT ENTER OR CROSS THE ACTIVE RUNWAYS OR TAXIWAYS WHEN THEY ARE NOT CLOSED OR WITHOUT SPECIFIC APPROVAL OF THE AIRPORT MANAGER. ANY PERSON IN VIOLATION OF A RUNWAY/TAXIWAY INTRUSION OF THE OPERATIONAL RUNWAY AREAS MAY BE CAUSE FOR DISMISSAL FROM THE PROJECT.**

1.02 REFERENCED STANDARDS:

- A. U.S. Department of Transportation, Federal Aviation Administration Advisory Circulars AC No. 150/5370-2G and AC No. 150-/5340-1M will be used as guidelines to assist in maintaining operational safety during construction activities. These documents also refer to other applicable Advisory Circulars.
- B. Controlling Requirements: The purpose of this Construction Safety Plan is to describe the procedures, rules and requirements to be followed during construction of this project. The material set forth in this section is based upon Department of Transportation, Federal Aviation Administration Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, dated December 13, 2017, and its references and current changes. The requirements stated in the Advisory Circular, its references and current changes are minimum standards for the project. This section amends the requirements of the referenced standards. In case of a conflict between the referenced standards and this specification the more stringent requirement shall govern.

1.03 CONTRACTOR'S RESPONSIBILITY:

- A. IT REMAINS THE CONTRACTOR'S RESPONSIBILITY TO ADHERE TO ALL SAFETY REGULATIONS OF THE SPECIFICATION, THE ADVISORY CIRCULAR, ITS REFERENCES AND CHANGES AND TO ALL OTHER ADVISORY MATERIAL PERTAINING TO OPERATIONAL SAFETY OF AIRPORTS, ESPECIALLY DURING PERIODS ON CONSTRUCTION ACTIVITY. THE CONTRACTOR WILL BE



RESPONSIBLE FOR COORDINATING AND CONTROLLING ALL CONSTRUCTION ACTIVITIES IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE REFERENCED FAA ADVISORY CIRCULARS AND THIS SAFETY PLAN.

- B. Contractor shall designate an individual in his organization responsible for all construction safety including implementation of the specific requirements of this safety plan. The individual shall instruct all Contractors' employees in the requirements of this safety plan and of construction safety in general. This individual shall also be responsible for insuring that all subcontractors have an understanding of the safety requirements.

1.04 MODIFICATIONS TO THE PLAN:

- A. Changes to the requirements of the specification will only be allowed if approved by Sponsor.

1.05 UNAUTHORIZED CROSSINGS OF ACTIVE AIRFIELD OPERATION AREAS:

- A. This safety plan requires that Contractor control the operation of his employees, equipment and Subcontractors, and that all work areas within the airfield operations area have a responsible person with a radio in constant radio contact with the airport UNICOM.

1.06 CONSTRUCTION SAFETY REQUIREMENTS:

- A.
1. Protection of Utilities: The Contractor shall be responsible for field marking and protecting all utilities within the construction limits.
  2. Storage of Equipment, Vehicles, and Materials: All equipment, vehicles, and materials must be stored in the designated storage or staging area or in areas acceptable to the Engineer.
  3. Construction Methods Limitation: No open flames or burning will be allowed on the airport property without prior approval.
  4. Safety and Accident Protection: The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide barricades, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the airport users, and to protect moving and parked aircraft and other property in connection with the performance of the work covered by the plans and specifications.

1.07 CONTRACTOR USE OF PREMISES :

- A. Use of the Site: Confine operations at the site to the areas designated on the Drawings. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work as stated on this Safety Plan while engaged in project construction.
- B. Keep existing drives, entrances, and air operations areas designated to remain open, clear and available to the Sponsor, his employees and the public at all times. Do not use these areas for parking or storage of materials.

- C. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary, obtain Engineer's approval.
- D. Lock automotive types vehicles, such as passenger cars and trucks, and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

E. RESTRICTED AREAS

Due to the necessity to accomplish construction in areas on and adjacent to the runways and taxiways, the construction equipment, vehicles, and men are authorized to operate without interruption within the project limits.

Construction activities within these areas shall only be performed at times when the runway or taxiways are closed to aircraft.

Construction within a restricted area shall be performed in such a manner that, at the end of the closure period, the runway and taxiway areas will be clear of debris.

1.08 MOTORIZED VEHICLES AND EQUIPMENT:

- A. Construction equipment and vehicles not engaged in construction during non-working hours will be parked at the Contractor's staging area indicated on the Contract Drawings.

1.09 OTHER SAFETY AND SECURITY MEASURES:

- A. All areas of construction will be off-limits to personnel not involved in construction work or operations of the Airport.

1.10 COMMUNICATIONS (GENERAL):

- A. All communications relating to the construction work on this project will pass through the Engineer's site representative. Engineer's site representative must be furnished the Contractor's representative's telephone number where he can be contacted on a 24 hour basis. Contractor's representative shall be available on a 24-hour basis.
- B. Radio Communication Requirements:  
The foreman of each work crew operating adjacent to or within active aircraft operating areas shall be equipped with a VHF two-way radio capable of communicating with the UNICOM frequency. The Contractor shall furnish the radios. The radio frequency of the airport UNICOM is 122.975.

PART 2 EXECUTION :

2.01 GENERAL OPERATIONAL CONDITIONS AND RESTRICTIONS:

- A. The contractor cannot work within 250 feet of the runway centerline or near any active taxiways or taxilanes. Airport operations will be impacted by the work of the contractor. Partial taxiways will be closed. Contractor can work next to the apron area as long as the airport operator agrees and that there is adequate clearance between the equipment or materials and any part of an aircraft using the apron. Appropriate NOTAMS shall be issued by airport management prior to the operation.
- B. The contractor must get permission from the Engineer prior to use of construction equipment over 20 feet in height.

2.02 MEASUREMENT AND PAYMENT:

- A. There will be no separate measurement and payment for work specified in this Section.

**END OF SECTION 01030**

## SECTION 01150 - MEASUREMENT AND PAYMENT

### 1.01 DESCRIPTION:

- A. This section establishes the method of measurement and payment for work performed under this contract.
- B. Payment for work performed shall be made on a unit price basis in accordance with the accepted bid and the method of payment provided in the General Conditions.
- C. Related requirements in other parts of the Specifications:
  - 1. Bid (Proposal)
  - 2. Agreement
  - 3. Conditions of the Contract
- D. Related requirements specified in other sections:
  - 1. Summary of Work - Section 01010
  - 2. Submittals - Section 01300
  - 3. Contract Closeout - Section 01700
- E. No additional payment will be made for items of work for which a separate payment item is not specified herein or contained in the Bid Schedule; such work being deemed incidental to the Project and payment for said work shall be considered as included in the various unit bid prices.

### 1.02 APPLICATIONS FOR PAYMENT:

- A. Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Contract and Agreement between Sponsor and Contractor.
- B. Format and Data Required
  - 1. Submit Applications for Partial Payment on the form required by Sponsor with itemized data typed on 8 ½ inch x 11 white paper continuation sheets.
  - 2. Provide itemized data on continuation sheet: Format, schedules, line items and values: Those of the Schedule of Values accepted by the Engineer.
- C. Preparation of Application for each Progress Payment
  - 1. Application Form
    - a. Fill in required information, including that for Change Orders executed prior to the date of submittal of application.
    - b. Fill in summary of dollar values to agree with the respective totals indicated on the continuation sheets.

- c. Execute certification with the signature of a responsible officer of the contract firm.
  2. Continuation Sheets
    - a. Fill in total list of all scheduled component items of work, with item number and the scheduled dollar value for each item.
    - b. Fill in the dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar, or as provided in the bid.
  3. List each Change Order executed prior to the date of submission, at the end of the continuation sheets.
    - a. List by Change Order and description, as for an original component item of work.
  4. Submit Applications for Payment to Sponsor at the times stipulated in the Agreement.
    - a. Number: Four copies of each Application.
- D. Substantiating Data
  1. When the Sponsor or Engineer requires substantiating data, Contractor shall submit suitable information with cover letter identifying:
    - a. Project
    - b. Application number and date
    - c. Detailed list of enclosures
    - d. For stored products: Item number and identification as shown on application. Description of specific material.
  2. Submit one copy of data and cover letter for each copy of application.
- E. Preparation of Application for Final Payment
  1. Fill in application form as specified for Progress payments.
  2. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 - Contract Closeout.

### 1.03 CHANGE ORDER PROCEDURES:

- A. Format and Data Required
  1. Change Orders shall be prepared/submitted/ processed in accordance with requirements of General Conditions and Funding Agency Requirements.
  2. Engineer will transmit Certificate for Change to Sponsor and Agency for approval.
  3. When Sponsor and Agency approval is received, Change Order will be included under next partial Application for Payment.

### 1.04 MEASURES AND WEIGHTS:

- A. To aid the Sponsor in determining all quantities, the Contractor shall, whenever so requested, provide scales, equipment and assistance for weighing or for measuring any of the materials.
- B. It is understood and agreed that a "ton" shall mean the short ton of two thousand (2,000) pounds.
- C. Weights and measures of quantity for payment will be the actual weight or actual measure, and no special or trade or so-termed customary allowances will be made, nor will any material which is lost or misplaced be included for payment.
- D. For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision to the measurement of such areas.
- E. Figured dimensions on drawings shall take precedence over measurement by scale, and detailed working drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

**END OF SECTION 01150**

**This page intentionally left blank.**

## SECTION 01300 - SUBMITTALS

### 1.01 GENERAL:

- A. Submittals by Contractor:
1. Construction Progress Schedule: provide Bar Chart.
  2. Certifications as specified in the various sections.
  3. Shop Drawings: as specified in the various sections.
  4. Operation and Maintenance Manual
  5. Miscellaneous.

### 1.02 PRELIMINARY PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Submit a bar-chart type progress schedule 10 working days after the preconstruction conference for Engineer's review. On the schedule, indicate a time bar for each major category or unit of work to be performed at the site, properly sequenced and coordinated with other elements of work. Show completion of the work sufficiently in advance of the date established for substantial completion of the work.
1. Superimpose an S-curve on the schedule to show the "estimated" total dollar-volume of work performed at any date during the Contract Time, with a column of cost figures in the left hand margin ranging from zero to the Contract Sum.
  2. Submittal Tabulation: With the bar-chart submittal, submit a tabulation, by date, of the submittals which are required during Construction Time. At the Contractor's option, submittal dates may be shown on the bar-chart schedule, in lieu of being tabulated.
- B. Update and distribute copies of schedule monthly.

### 1.03 SHOP DRAWINGS AND PRODUCT DATA:

- A. Submit shop drawings, certifications, and product data for all products to be incorporated in the Work.
- B. Shop Drawings will:
1. Be original drawings, prepared by the Contractor, subcontractor, supplier or distributor, which illustrate some portion of the work; showing fabrication, layout, setting, or erection details. The submittal will include contractor stamp and certification that the submittal meets the job specifications. If not, show details and reasons for requested variance.
  2. Be prepared by a qualified detailer.



3. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- C. Product Data will:
1. Include manufacturer's standard schematic drawings. The Contractor will:
    - a. Modify drawings to delete information, which is not applicable to project.
    - b. Supplement standard information to provide additional information applicable to project.
  2. Include manufacturer's catalog sheets, standard color charts, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
- Contractor will:
- a. Clearly mark each copy to identify pertinent materials or products.
  - b. Show dimensions and clearances required.
  - c. Show performance characteristics and capacities.
- D. The Contractor will be responsible for all submittals and will:
1. Review Shop Drawings and Product Data prior to submission.
  2. Verify:
    - a. Field Measurements
    - b. Field Construction criteria
    - c. Catalog numbers and similar data
  3. Coordinate each submittal with the requirements of the work and of the Contract Documents.
  4. PRIOR TO SUBMISSION TO THE ENGINEER, A CONTRACTOR IS TO REVIEW AND APPROVE ALL SHOP DRAWINGS. BY THIS REVIEW AND APPROVAL, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, CATALOGUE NUMBERS AND SIMILAR DATA, AND THAT IT HAS CHECKED AND COORDINATED EACH SHOP DRAWING WITH THE REQUIREMENTS OF THE WORK AND THE CONTRACT DOCUMENTS. THE CONTRACTOR IS TO INDICATE ITS REVIEW AND APPROVAL BY INCLUDING THE DATE AND THE SIGNATURE OF A RESPONSIBLE PERSON ON EACH SHOP DRAWING.
  5. Notify the Engineer, in writing at time of submission, of deviations in submittals from requirements of the Contract Documents.
  6. Begin no work which requires submittals until the return of submittals with the Engineer's stamp and initials or signature indicating review.
  7. After the Engineer's review, distribute copies.
- E. Contractor's responsibility for errors and omissions in submittals is not relieved by the Engineer's review of submittals.

- F. CONTRACTOR'S RESPONSIBILITY FOR DEVIATIONS IN SUBMITTALS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS IS NOT RELIEVED BY THE ENGINEER'S REVIEW OF SUBMITTALS, UNLESS THE ENGINEER GIVES WRITTEN ACCEPTANCE OF SPECIFIC DEVIATIONS.
- G. Submission requirements will include:
1. THE SHOP DRAWINGS SHALL BE SUBMITTED IN SUFFICIENT TIME TO ALLOW DISCUSSION AND CORRECTION PRIOR TO BEGINNING THE WORK. WORK SHALL NOT BE PERFORMED NOR MATERIALS ORDERED PRIOR TO THE REVIEW OF THE DRAWINGS EXCEPT AT THE CONTRACTOR'S RISK.
  2. SUBMIT THREE COPIES OF ALL SHOP DRAWINGS AFTER WHICH ONE COPY WILL BE RETURNED FOR CORRECTION OR MARKED REVIEWED AS NOTED. ANY DRAWINGS RETURNED FOR CORRECTION MUST BE RESUBMITTED IN TRIPLICATE.
  3. ALL SUBMITTALS MUST BE ACCOMPANIED BY A TRANSMITTAL LETTER, IN DUPLICATE, CONTAINING:
    - a. Date
    - b. Project title and number
    - c. Contractor's name and address
    - d. The number of each Shop Drawing and Product Data submitted
    - e. Notification of deviations from Contract Documents
    - f. Other pertinent data
  4. Submittals shall include:
    - a. Data and revision dates
    - b. Project title and number
    - c. The names of:
      - (1) Engineer
      - (2) Contractor
      - (3) Subcontractor
      - (4) Supplier
      - (5) Manufacturer
      - (6) SEPARATE DETAILER WHEN PERTINENT
    - d. Identification of product or material
    - e. Relation to adjacent structure or materials
    - f. Field dimensions, clearly identified as such
    - g. Specification section number
    - h. Applicable standards, such as ASTM number or Federal Specification
    - i. A blank space, 5 in. x 5 in., for the Engineer's stamp
    - j. Identification of deviations from the Contract Documents
    - k. Contractor's stamp, initialed or signed, certifying Contractor's review of submittal, verification of field measurements, and compliance with Contract Documents.
- H. Resubmission requirements shall include:

1. Revision of initial drawings as required and resubmittal, as specified, for initial submittal.
2. An indication on the drawings of any changes which have been made, other than those requested by the Engineer.
3. On Product Data submittals, include new data as required for initial submittal.

After review and approval, the Contractor will distribute copies of Shop Drawings and Product Data which carry the Engineer's stamp to others as may be required.

I. Shop Drawings and Product Data:

Submit notarized certifications consigned by manufacturer/supplier and Contractor for:

- a. Fuel System Products
- b. All other products as required by Engineer.

J. Equipment Manual - Provide two (2) copies of operating and maintenance data in the form of Operation and Maintenance Manuals (O & M Manuals). The manuals shall be in 3-ring binders and developed into suitable sets of manageable size. The manual shall cover the fuel storage and dispensing system and the fuel management system. The manuals should at a minimum include the following:

1. Approved Shop Drawings on each piece of equipment and specialty items furnished.
2. Maintenance operation and lubrication instruction, parts lists, and control and wiring diagrams on each piece of equipment furnished.
3. Dispenser pump control diagram prepared by the manufacturer
4. A "one-line diagram" and troubleshooting guide to help the user to determine what steps must be taken to correct any problem that may exist in the system.
5. Brief description of each system and components, starting and stopping procedures and emergency instructions and inspection, reporting and record keeping procedures, and forms.
6. Manufacturer's warranties.

1.04 MISCELLANEOUS:

A. EEO Reports:

1. Contractor shall submit Monthly Employment Utilization Report and Annual EEO-1 Report to the appropriate Federal Labor Area Office in accordance with

Section 120 of the General Conditions. Submit copy of submittal to Sponsor for his records.

2. Prime Contractor shall insure that all his first tier subcontractors submit these reports and shall submit a sworn statement to Sponsor monthly certifying that all subcontractor reports have been submitted as required.

**END OF SECTION 01300**

This Page Intentionally Left Blank.

## SECTION 01510 - TEMPORARY FACILITIES

### 1.01 DESCRIPTION:

- A. Contractor shall furnish, install and maintain temporary facilities required for construction; remove on completion of Work.
- B. Related requirements specified in other sections: The respective Sections of the Specifications.

### 1.02 REQUIREMENTS OF REGULATORY AGENCIES:

- A. Comply with national electric code.
- B. Comply with Federal, State, and Local codes and regulations and with utility company requirements.

### 1.03 MATERIALS - GENERAL:

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

### 1.04 TEMPORARY ELECTRICITY AND LIGHTING:

- A. Provide temporary electrical service required for power, lighting, and field offices, and pay all costs for service and for power used.

### 1.05 TEMPORARY WATER:

- A. Provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used.
- B. The site is served by a well owned by the Airport Sponsor. The Contractor shall provide and pay all costs for water required for the performance of the work.

### 1.06 TEMPORARY SANITARY FACILITIES:

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. SERVICE, CLEAN AND MAINTAIN FACILITIES AND ENCLOSURES.

### 1.07 TEMPORARY SUPPORT FACILITIES:

- A. General: Provide a reasonably neat and uniform appearance in temporary Support Facilities acceptable to the Engineer and the Sponsor.

- B. Locate field offices, storage and fabrication sheds and other support facilities for easy access to the Work. Position offices so that windows give the best possible view of construction activities.
- C. Maintain field offices, storage and fabrication sheds, temporary sanitary facilities, waste collection and disposal systems, and project identification and temporary signs until near substantial completion. Immediately prior to substantial completion remove these facilities.
- D. Access Roads:
1. Location of access roads will be approved by the Engineer and will be set to minimize conflict with the Airport operations and shall be maintained, be well defined and be confined to the minimum area required.
  2. The Contractor shall construct the access roads and shall maintain the roads as required to create no dust. All project traffic must be routed through these areas. The Contractor shall provide all markings required to clearly define the access roads.
  3. The Contractor may be required to obtain driveway permits for certain access roads. If access roads cross a utility, the Contractor shall protect the utility as directed by the Sponsor of the utility.

#### 1.08 EXECUTION - GENERAL:

Maintain and operate systems to assure continuous service.

#### 1.09 REMOVAL:

Completely remove temporary materials and equipment when their use is no longer required. Clean and repair damage caused by temporary installations or use of temporary facilities.

#### 2.01 MEASUREMENT AND PAYMENT:

THERE WILL BE NO SEPARATE MEASUREMENT AND PAYMENT FOR WORK SPECIFIED IN THIS SECTION.

**END OF SECTION 01510**

## **SECTION 01600 - MATERIAL AND EQUIPMENT**

### **1.01 GENERAL:**

- A. All material and equipment (products) incorporated into the work shall:
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer.
  - 3. Do not use material or equipment for any purpose other than that for which it is designed or is specified.
  
- B. Related requirements in other parts of the project manual:
  - 1. Conditions of the Contract.
  
- C. Standardization
  - 1. Unless otherwise approved by the Engineer, items of a similar type and function shall be furnished by one manufacturer to standardize on matters and to avoid a division of responsibility among several manufacturers.

### **1.02 PRODUCT SUBSTITUTIONS AND OPTIONS:**

- A. Products List
  - 1. Contractor shall submit a complete list of products to be incorporated into the work (with the name of the installing contractor) at the Preconstruction conference required by these specifications.
  
- B. Contractor's Options
  - 1. For products specified only by reference standard, select any product meeting that standard.
  - 2. For products specified by naming several products, select any one of the products named, which complies with the specifications.
  
- C. Product Specifications
  - 1. Contractor shall submit, at the Preconstruction Conference, all requests for product substitutions. No requests for substitutions will be accepted from manufacturers or suppliers.



2. SUBMIT A SEPARATE WRITTEN REQUEST FOR EACH PRODUCT, SUPPORTED WITH COMPLETE DATA, WITH DRAWINGS AND SAMPLES AS APPROPRIATE, INCLUDING:

- a. Comparison of the qualities of the proposed substitution with that specified.
  - b. Changes required in other elements of the work because of the substitution.
  - c. Effect on the construction schedule.
  - d. Cost data comparing the proposed substitution with the product specified.
  - e. Any required license fees or royalties.
3. Engineer shall be the judge of the equality and acceptability of the proposed substitution.
  4. If Engineer determines the proposed substitute product is not "equal" to the specified product, the Contractor must provide the specified product.
  5. No further requests for substitutions will be considered after Preconstruction Conference.
- D. Contractor's Representation
1. A request for a substitution constitutes a representation that Contractor;
    - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.
    - b. Will provide the same warranties for the substitution as for the product specified.
    - c. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- E. Engineer will review requests for substitutions with reasonable promptness and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

**1.03 MANUFACTURER'S INSTRUCTIONS:**

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including copies to Engineer.
1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.
1. SHOULD JOB CONDITIONS OR SPECIFIED REQUIREMENTS CONFLICT WITH MANUFACTURER'S INSTRUCTION, CONSULT WITH ENGINEER FOR FURTHER INSTRUCTIONS.
  2. Do not proceed with work without clear instructions.

- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

**1.04 TRANSPORTATION AND HANDLING:**

- A. Contractor shall arrange deliveries of products in accord with construction schedules, coordinate to avoid conflict with work and conditions at the site.
1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  2. Immediately on delivery, inspect shipments to assure compliance with requirements of contract documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage of products or packaging.

**1.05 STORAGE AND PROTECTION:**

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
1. Store products subject to damage by the elements in weather tight enclosures.
  2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior storage
1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
  2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. ARRANGE STORAGE IN A MANNER TO PROVIDE EASY ACCESS FOR INSPECTION. MAKE PERIODIC INSPECTIONS OF STORED PRODUCTS TO ASSURE THAT PRODUCTS ARE MAINTAINED UNDER SPECIFIED CONDITIONS, AND FREE FROM DAMAGE OR DETERIORATION
- D. Protection after installation
1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

**END OF SECTION 01600**

This Page Intentionally Left Blank

## SECTION 01700 - CONTRACT CLOSEOUT

### 1.01 GENERAL:

- A. Comply with requirements stated in conditions of the contract and in specifications for administrative procedures in closing out the work.
- B. Related requirements in other parts of the Project Manual:
  - 1. Fiscal provisions, legal submittals and additional administrative requirements: Conditions of the contract.
- C. Related Requirements Specified in Other Sections:
  - 1. Closeout submittals required of trades: The respective sections of specifications.

### 1.02 SUBSTANTIAL COMPLETION:

- A. The conditions and procedures for inspection; and Contractor's, Engineer's and Sponsor's responsibilities pertaining to Substantial Completion are as specified in Section 50 of the General Conditions.

### 1.03 FINAL INSPECTION:

- A. Shall be in accordance with conditions and procedures outlined in the General Provisions.
- B. When Engineer finds that the work is acceptable under the Contract Documents, he will request required Contractor's Closeout Submittals.

### 1.04 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:

- A. Evidence of payment and release of liens: To requirements of General and Supplementary Conditions.
- B. Certificates of Insurance for products and completed operations.
- C. Evidence of compliance with requirements of governing authorities:
  - 1. CERTIFICATES OF INSPECTION

**END OF SECTION 01700**

This Page Intentionally Left Blank

**SECTION 01710 - CLEANING AND DISPOSAL****PART 1 GENERAL:****1.01 DESCRIPTION:**

- A. Contractor shall execute cleaning during progress of the work and at completion of the work, as required by General Provisions.

**1.02 DISPOSAL REQUIREMENTS:**

- A. Conduct cleaning and disposal operations to comply with all local, state and federal codes, ordinances, regulations, and anti-pollution laws.
- B. Disposal of waste soil materials may be onsite or off-site at approved locations, at Contractor's option.
- C. Contractor shall be responsible for arranging for and obtaining off-site disposal areas, including payment for all costs associated with such disposal.

**PART 2 EXECUTION:****2.01 CLEANING:**

- A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at approved locations.

**END OF SECTION 01710**

This Page Intentionally Left Blank

## SECTION 01720 - PROJECT RECORDS DOCUMENTS

### 1.01 GENERAL:

- A. Contractor shall maintain at the site as specified herein for the Sponsor one record copy of:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change orders and other modifications.
  - 5. Engineer field orders or written instructions.
  - 6. Approved shop drawings, product data and samples.
  - 7. Field test records.
- B. Related requirements in other parts of the Project Manual:
  - 1. Conditions of the Contract.

### 1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES:

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
- B. File documents and samples in accordance with data filing format of the Construction Specifications Institute - MASTERFORMAT.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by Engineer.

### 1.03 RECORDING:

- A. Stamp or label each document "PROJECT RECORD" in 3/4" letters.
- B. During the daily progress of the Work, the job superintendent for the Contractor shall record information concurrently with construction progress.
  - 1. Do not conceal any work until required information is recorded.
- C. DRAWINGS: LEGIBLY MARK TO RECORD ACTUAL CONSTRUCTION IN THE COLOR CODES DESIGNATED BY THE ENGINEER.
- D. Record Information includes but is not limited to the following:
  - 1. Depths of various elements of foundation in relation to finish reference datum.



2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  4. Field changes of dimension and detail.
  5. Changes made by field order or by change order.
  6. Details not on original Contract Drawings.
- E. Specifications and addenda; legibly mark each section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  2. Changes made by field order or by change order.
- F. All horizontal control dimensions shall be to the nearest tenth of a foot. Elevations shall be to the nearest one-hundredths of a foot.

1.04 SUBMITTAL:

- A. At the close of the job and prior to receipt of final payment, the Contractor shall deliver to Engineer for Sponsor one complete set of Record Documents.
- B. Accompany submittal with transmittal letter containing:
1. Date.
  2. Project title and number.
  3. Contractor's name and address.
  4. Title and number of each record document.
  5. \_\_\_\_\_ SIGNATURE OF CONTRACTOR OR HIS AUTHORIZED REPRESENTATIVE.

**END OF SECTION 01720**

## SECTION 01740 - WARRANTIES AND BONDS

### 1.01 GENERAL:

- A. Contractor shall:
1. Compile specified warranties and bonds.
  2. Compile specified service and maintenance contracts.
  3. Co-execute submittals to verify compliance with Contract Documents.
  4. Review submittals to verify compliance with Contract Documents.
  5. Submit to Engineer for review and transmittal to Sponsor.
  6. Related requirements in other parts of the Project Manual:
    - a. Bid Bonds: Instructions to bidders.
    - b. Performance Bond and Payment Bond: conditions of the contract.
    - c. General warranty of construction: conditions of the contract.
- B. Related Requirements Specified in other Sections:
1. Contract closeout: Section 01700
  2. Equipment Manuals: Section 01300
  3. Warranties and Bonds required for specific products: Each respective section of specifications as listed below.

### 1.02 SUBMITTAL REQUIREMENTS:

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

The contractor shall warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of one year from Date of Substantial Completion.

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Sponsor, be made good by the Contractor at no expense to the Sponsor.

- B. Number of original signed copies required: **Two** each.
- C. TABLE OF CONTENTS: NEATLY TYPED, IN ORDERLY SEQUENCE. PROVIDE COMPLETE INFORMATION FOR EACH ITEM.
1. Product or work item.
  2. Firm, with name of principal, address and telephone number.
  3. Scope.

4. Date of beginning of warranty, bond or service and maintenance contract.
5. Duration of warranty, bond or service maintenance contract.
6. Provide information for Sponsor's personnel:
  - a. Proper procedure in case of failure.
  - b. Instances which might affect the validity of warranty or bond.
7. Contractor, name of responsible principal, address and telephone number.

#### 1.03 FORM OF SUBMITTALS:

- A. Prepare in duplicate packets.
- B. Format Size 8 ½ inches x 11 inches, punch sheets for 3-ring binder.  
Fold larger sheets to fit into binders.

Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS."

- List:
- a. Project title and number.
  - b. Sponsor's name.
  - c. Contractor's name and address.

- C. Binders: Commercial quality, 3.-ring, with durable and cleanable plastic covers.

#### 1.04 TIME OF SUBMITTALS:

- A. Submittals within **ten** days after date of Substantial Completion, and prior to final request for payment.
- B. For items of work, where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within **ten** days after acceptance, listing the date of acceptance as the start of the warranty period.

#### 1.05 SUBMITTALS REQUIRED:

- A. Submit warranties, bonds, service and maintenance contracts as specified in the respective sections of specifications.

**END OF SECTION 01740**

## **DIVISION 7 – GDOT – Specifications**

### **Section 163 Special Provision**

#### **Miscellaneous Erosion Control Items**

Replace the following in Section **163.4 Measurement**:

##### **E. Temporary Grass**

Temporary grass is measured for payment by the acre (hectare). Lime, when required, is measured by the ton (megagram).

Replace the following in Section **163.5 Payment**:

##### **E. Temporary Grass**

Temporary grass is paid for by the acre. Payment is full compensation for all equipment, labor, ground preparation, materials, fertilizer, mulch, and other incidentals except Lime. Lime (when required) is paid for by the ton. .

**END OF SECTION 163**

**This page intentionally left blank.**

## Section 163 Miscellaneous Erosion Control Items

### 163.1 General Description

This work includes constructing and removing:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Sediment basins
- Baled straw sediment barrier and check dams
- Other temporary erosion control structures shown on the Plans or directed by the Engineer

This work also includes applying temporary mulch and temporary grass.

**163.1.01 Definitions** Retrofit Device—A temporary sediment filter placed in front of an existing or proposed detention pond being used as a temporary sediment basin during the construction of the Project

### 163.1.02 Related References

#### A. Standard Specifications

[Section 109—Measurement and Payment](#)

[Section 161—Control of Soil Erosion and Sedimentation](#)

[Section 171—Temporary Silt Fence](#)

[Section 500—Concrete Structures](#)

[Section 603—Rip Rap](#)

[Section 700—Grassing](#)

[Section 715—Bituminous Treated Roving](#)

[Section 822—Emulsified Asphalt](#)

[Section 860—Lumber and Timber](#)

[Section 863—Preservative Treatment of Timber Products](#)

[Section 890—Seed and Sod](#)

[Section 893—Miscellaneous Planting Materials](#)

#### B. Referenced Documents

AASHTO M252

AASHTO M294

### 163.1.03 Submittals

Provide written documentation to the Engineer as to the average weight of the bales of mulch.

## 163.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, and other accessories including an anti-seep collar, when necessary. The materials shall remain the Contractor's property after removal, unless otherwise shown on the Plans.

Materials may be new or used; however, the Engineer shall approve previously used materials before use.

Materials shall meet the requirements of the following Specifications:

Material	Section
Mulch	<a href="#">893.2.02</a>
Temporary Silt Fence	<a href="#">171</a>
Concrete Aprons and Footings shall be Class A	<a href="#">500</a>
Rip Rap	<a href="#">603</a>
Temporary Grass	<a href="#">700</a>
Bituminous Treated Roving	<a href="#">715</a>
Triangular Silt Barrier	<a href="#">720</a>
Lumber and Timber	<a href="#">860.2.01</a>
Preservative Treatment of Timber Products	<a href="#">863.1</a>
Corrugated Polyethylene Temporary Slope Drain Pipe	AASHTO M252 or M294

Additional requirements:

- Use 40d nails.
- To tack the lining material to earth flumes, use grade RS-2h or SS-1h asphaltic material that meets the requirements of Section 822.
- Use rectangular, standard size baled straw in mechanically produced bales.

### 163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

## 163.3 Construction Requirements

### 163.3.01 Personnel

General Provisions 101 through 150.

### 163.3.02 Equipment

General Provisions 101 through 150.

### 163.3.03 Preparation

General Provisions 101 through 150.

### 163.3.04 Fabrication

General Provisions 101 through 150.

### 163.3.05 Construction

#### A. Silt Control Gates

If silt control gates are required or are directed by the Engineer, follow these guidelines to construct them:

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.
2. Construct the drainage structure and backfill.
3. Install the silt control gate at the inlet of the structure. Use the type indicated on the Plans.
4. Vary the height of the gate as required or as shown on the Plans.
5. Finish grading the roadway in the affected drainage area. Grass and mulch slopes and ditches that will not be paved. Construct the ditch paving required in the affected area.
6. Keep the gate in place until the work in the affected drainage area is complete and the erodible earth is stabilized.
7. Remove the silt gate assembly by sawing off the wood posts flush with the concrete apron. Leave the concrete apron between the gate and the structure inlet in place. The gate shall remain the property of the Contractor.

#### B. Temporary Slope Drains

If temporary slope drains are required, conduct the roadway grading operation according to [Section 161](#) and follow these guidelines:

1. Place temporary pipe slope drains with inlets and velocity dissipaters (straw bales, silt fence, or aprons) according to the Plans.
2. Securely anchor the inlet into the slope to provide a watertight connection to the earth berm. Ensure that all connections in the pipe are leak proof.
3. Place the temporary slope drains as shown on the Uniform Code System for Erosion and Sediment Control Sheet for temporary items or as directed by the Engineer. Keep the slope drains in place until the permanent grass has grown enough to control erosion.
4. Remove the slope drains and grass the disturbed area with permanent grass. However, the temporary slope drains may remain in place to help establish permanent grass if approved by the Engineer.

#### C. Sediment Basins

Construct sediment basins according to the Plans at the required location, or as modified by the Engineer.

1. Construct the unit complete as shown, including:
  - Grading
  - Drainage
  - Rip rap
  - Spillways
  - Anti-seep collar
  - Temporary mulching and grassing on external slopes
  - Accessories to complete the basin
2. When the sediment basin is no longer needed, remove and dispose of the remaining sediment.



3. Remove the sediment basin. Grade to drain and restore the area to blend with the adjacent landscape.
4. Mulch and permanently grass the disturbed areas according to [Section 700](#).

#### **D. Baled Straw Erosion Checks**

Construct baled straw erosion checks according to the Plan details. Substitute temporary silt fence Type B as specified in [Section 171](#) for baled straw erosion checks at the Engineer's direction or the Contractor's option.

**E. Other Temporary Structures** When special conditions occur during the design stage, the Plans may show other temporary structures for erosion control with required materials and construction methods.

**F. Temporary Grass** Use a quick growing species of temporary grass such as rye grass, millet, or a cereal grass suitable to the area and season.

Use temporary grass in the following situations:

- To control erosion where permanent grassing cannot be planted. The Engineer will direct the planting.
- To protect an area for longer than temporary mulch is expected to last (60 calendar days).

Plant temporary grass as follows:

1. Use seeds that conform to [Subsection 890.2.01, "Seed."](#) Perform seeding according to [Section 700](#); except use the minimum ground preparation required to provide a seed bed if further grading is required.
2. Prepare areas that require no further grading according to [Subsection 700.3.05.A, "Ground Preparation."](#) Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to [Section 700](#).
3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch temporary grass according to [Section 700](#).
4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to [Subsection 700.3.05.A, "Ground Preparation."](#)

#### **G. Temporary Mulch**

When stage construction or other conditions prevent completing a roadway section continuously, apply temporary mulch to control erosion for 60 calendar days or less.

Use temporary mulch on erodible areas on or off the Right of Way, including borrow pits, temporary haul roads, or waste areas. Apply mulch as follows:

1. Plant temporary grass on areas stabilized only with temporary mulch. Mulch the area again after 60 calendar days.
2. Uniformly spread the mulch over the designated areas from 2 in to 4 in (50 mm to 100 mm) thick.
3. After spreading the mulch, walk in the mulch by using a tracked vehicle (preferred method), empty sheep foot roller, light discing, or other means that preserves the finished cross section of the prepared areas. The Engineer will approve of the method.

4. Place temporary mulch on slopes as steep as 2:1 by using a tracked vehicle to imbed the mulch into the slope. Where specified, bituminously treat temporary mulch according to [Subsection 700.3.05.G.1, "Mulch with Binder."](#)
5. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
6. Place mulch to protect the newly planted grass. This mulch is required in addition to the mulch specified in step 5.

#### **H. Miscellaneous Erosion Control Not Shown on the Plans**

When conditions develop during construction that were unforeseen in the design stage, the Engineer may direct the Contractor to construct temporary devices such as but not limited to:

- Bulkheads
- Wooden ditch checks
- Sump holes
- Half round pipe for use as ditch liners
- U-V resistant plastic sheets to cover critical cut slopes

The Engineer and the Contractor will determine the placement to ensure erosion control in the affected area.

#### **I. Diversion Channels**

When constructing a culvert or other drainage structure in a live stream that requires diverting a stream, construct a diversion channel. Protect the bottom and sides of the channel with plastic sheeting, riprap (either stone or sandbag), geotextile fabric, or other materials approved by the Engineer. Cement may be mitted in sandbag riprap used to line diversion channels.

#### **J. Temporary Check Dams**

Temporary ditch checks shall be constructed and placed according to Plan details. Temporary ditch checks may be constructed of stone plain rip rap according to [Section 603](#) or of sand bags as in [Section 603](#) without Portland cement.

Place plastic filter fabric on ditch section before placing rip rap.

Temporary ditch checks shall be cleaned of sediment when 1/2 the height of the temporary ditch check has been reached. They remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

These ditch checks may remain in place to aid in establishing permanent grass in vegetated waterways, if approved by the Engineer.

#### **K. Construction Exits**

Locate construction exits at any point where vehicles will be leaving the project onto a public roadway. Install construction exits at the locations shown in the plans and in accordance with plan details.

#### **L. Retrofit**

Add the retrofit device to the permanent outlet structure as shown on the Plan details.

When all land disturbing activities that would contribute sediment-laden runoff to the basin are complete, clean the basin of sediment and stabilize the basin area with vegetation.

When the basin is stabilized, remove the retrofit device from the permanent outlet structure of

the detention pond.

#### **M. Inlet Sediment Trap**

Inlet sediment traps consist of a temporary device placed around a storm drain inlet to trap sediment. An excavated area adjacent to the sediment trap will provide additional sediment storage.

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer.

Construct inlet sediment traps according to the appropriate specification for the material selected for the trap.

Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

#### **163.3.06 Quality Acceptance**

General Provisions 101 through 150.

#### **163.3.07 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

### **163.4 Measurement**

#### **A. Silt Control Gates**

Silt control gates are measured for payment by the entire structure constructed at each location complete in place and accepted. Silt control gates constructed at the inlet of multiple lines of drainage structures are measured for payment as a single unit.

#### **B. Temporary Slope Drains**

Temporary slope drains are measured for payment by the linear foot (meter ) along the pipe including the inlet spillway and outlet apron or other dissipation devices, when required.

#### **C. Sediment Basins**

Sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Rip rap
- Final cleaning to remove the basin

Permanent and temporary grassing for sediment basins is measured separately for payment.

#### **D. Diversion Channels**

Diversion channels are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

#### **E. Temporary Grass**

Temporary grass is measured for payment by the pound (kilogram). Lime, when required, is measured by the ton (megagram).

**F. Temporary Mulch**

Temporary mulch is measured for payment by the ton (megagram). The weight for measurement will be the product of the number of bales used and the average weight per bale as determined on scales provided by the contractor or state certified scales. The contractor shall provide written documentation to the Engineer as to the average weight of the bales.

**G. Baled Straw Erosion Checks**

Baled straw erosion checks are measured by the linear foot (meter). Type "B" temporary silt fence is measured as baled straw when substituted by the Contractor or the Engineer.

**H. Temporary Ditch Checks**

Temporary ditch checks are measured for payment per each ditch check, which will include the entire structure at each location.

**I. Construction Exits**

Construction exits are measured per each which will include all work necessary to construct the exit including the required geotextile fabric placed beneath the aggregate.

**J. Retrofit**

Retrofit will be measured for payment per each. The construction of the detention pond and permanent outlet structure will be measured separately under the appropriate items.

**K. Inlet Sediment Trap**

Inlet sediment traps, regardless of the material selected, are measured per each which includes all work necessary to construct the trap including any incidentals and providing the excavated area for sediment storage.

**163.4.01 Limits**

General Provisions 101 through 150.

**163.5 Payment****A. Silt Control Gates**

The specified silt control gates are paid for at the Contract Unit Price per each. Payment is full compensation for:

- Furnishing the material and labor
- Constructing the concrete apron as shown on the Plans
- Excavating and backfilling to place the apron
- Removing the gate

**B. Temporary Slope Drains**

Temporary slope drains are paid for by the linear foot (meter). Payment is full compensation for materials, construction, removal (if required), inlet spillways, velocity dissipaters, and outlet aprons.

When temporary drain inlets and pipe slope drains are removed, they remain the Contractor's property and may be reused or removed from the Project as the Contractor desires. Reused pipe or inlets are paid for the same as new pipe or inlets.

**C. Sediment Basin**

Sediment basins, measured according to [Subsection 163.4.C "Measurement,"](#) are paid for by the unit, per each, for the type specified on the Plans. Price and payment are full compensation for work and supervision to construct, and remove the sediment basin, including final clean-up.

**D. Diversion Channel**

Diversion channels are not paid for separately; they are included in the price bid for the drainage structure or for other Contract Items.

**E. Temporary Grass**

Temporary Grass is paid for by the pound. Payment is full compensation for all equipment, labor, ground preparation, materials, fertilizer, mulch, and other incidentals except Lime. Lime (when required) is paid for by the ton.

**F. Temporary Mulch**

Temporary mulch is paid for by the ton. Payment is full compensation for all materials, labor, maintenance, equipment and other incidentals.

**G. Baled Straw Erosion Checks**

Baled straw erosion checks, complete in place and accepted is paid for at the Contract Unit Price bid. Payment is full compensation for constructing, and removing (when directed) the straw checks.

When the Contractor substitutes a Type "B" silt fence for baled straw erosion checks, or when the Engineer directs this substitution, payment is made at the bid price per linear foot (meter) for baled straw erosion checks.

**H. Temporary Ditch Checks**

Temporary ditch checks are paid for per each. Payment is full compensation for all materials, construction, and removal. Reused stone plain rip rap or sandbags are paid for on the same basis as new items. Filter fabric required under rip rap ditch checks is included in the price bid for each ditch check.

**I. Construction Exits**

Construction exits are paid for per each. Payment is full compensation for all materials including the required geotextile, construction, and removal.

**J. Retrofit**

This item is paid for at the Contract Unit Price per each. Payment is full compensation for all work, supervision, materials (including the stone filter), labor and equipment necessary to construct and remove the retrofit device from an existing or proposed detention pond outlet structure.

**K. Inlet Sediment Trap**

Inlet sediment traps are paid for per each. Payment is full compensation for all materials, construction, and removal.

If temporary erosion control measures are required due to Contractor negligence, carelessness, or failure to install permanent controls as part of the work as scheduled, the Contractor shall perform such work at no additional expense to the Department. Perform the work according to [Subsection 107.13](#).

Erosion control work on approved borrow pits or approved haul roads to borrow pits measured for payment will include only items specifically provided for in the Plans and determined not to be maintenance work as stated in [Subsection 106.10.D](#). If the Contractor secures his or her own pit, erosion control measures will be at his or her expense. If a pit is approved and the Contractor elects to use another pit, the Department will pay only up to the contract amount. The Items in this Section (except temporary grass and temporary mulch) are made as partial payments as follows:

- When the item is installed and put into operation the Contractor will be paid 75 percent of the Contract price.
- When the Engineer instructs the Contractor that the Item is no longer required and is to remain in place or is removed, whichever applies, the remaining 25 percent will be paid.

Temporary devices may be left in place at the Engineer's discretion at no change in cost. Payment for temporary grass and temporary mulch is shown in [Section 161](#).

Payment is made under:

Item No. 163	Construct and remove silt control gate, type__	Per each
Item No. 163	Construct and remove temporary pipe slope drains__	Per linear foot (meter)
Item No. 163	Construct and remove baled straw erosion check__	Per linear foot (meter)
Item No. 163	Construct and remove sediment basin type__, Requires Sta. No.	Per each
Item No. 163	Construct and remove temporary ditch checks__	Per each
Item No. 163	Construct and remove construction exits	Per each
Item No. 163	Construct and remove retrofit, Sta. No. _____	Per each
Item No. 163	Construct and remove inlet sediment trap	Per each
Item No. 163	Temporary Grass	Per pound (kilogram)
Item No. 163	Temporary Mulch	Per ton (megagram)
Item No. 700	Agricultural lime__	Per ton (megagram)

### 163.5.01 Adjustments

General Provisions 101 through 150.

Updated 10/05/2017

**END OF SECTION 163**

**This page intentionally left blank.**

## Section 165 Maintenance of Temporary Erosion and Sedimentation Control Devices

### 165.1 General Description

This work consists of providing maintenance on temporary erosion and sediment control devices, including but not limited to the following:

- Silt fence
- Sediment basins
- Silt control gates
- Check dams
- Silt retention barriers
- Rock filter dams
- Stone filter berms
- Stone filter rings

It also consists of removing sediment that has accumulated at the temporary erosion and sediment control devices.

#### 165.1.01 Definitions

General Provisions 101 through 150.

#### 165.1.02 Related References

##### A. Standard Specifications

General Provisions 101 through 150.

##### B. Referenced Documents

General Provisions 101 through 150.

#### 165.1.03 Submittals

General Provisions 101 through 150

### 165.2 Materials

General Provisions 101 through 150.

#### 165.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

### 165.3 Construction Requirements

#### 165.3.01 Personnel

General Provisions 101 through 150.

#### 165.3.02 Equipment

General Provisions 101 through 150.

#### 165.3.03 Preparation

General Provisions 101 through 150.

#### 165.3.04 Fabrication

General Provisions 101 through 150.

#### 165.3.05 Construction

##### A. General



As a minimum, clean the sediment from all temporary erosion control devices (except sediment basins) installed on the project when one half the capacity, by height, depth or volume has been reached. Clean the sediment from all temporary sediment basins installed on a project when one third the capacity of the storage volume has been filled.

Handle sediment excavated from any erosion or sediment control device in one of the following ways:

- Remove sediment from the immediate area and immediately stabilize it to prevent the material from refilling any erosion or sediment control device.
- Place and mix it in the roadway embankment, or waste it in an area approved by the Engineer.
- Repair or replace at no cost to the Department, any erosion or sediment control devices that are not functioning properly or are damaged due to negligence or abuse.

#### **B. Temporary Silt Fence**

Maintenance of Temporary Silt Fence consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations ("filtercake") on the fabric by tapping the fabric on the downstream side.

#### **C. Silt Control Gates**

Maintenance of Temporary Silt Control Gates consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side.

#### **D. Check Dams (all types)**

Maintenance of Temporary Erosion Control Check Dams shall consist of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes. When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side, or from the baled straw by similar means.

#### **E. Silt Retention Barrier**

Maintenance of Temporary Silt Retention Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

#### **F. Temporary Sediment Basins**

Maintenance of Temporary Sediment Basins consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original bottom of the basin. This also includes removing accumulated sediment from the rock filter and restoring the rock filter to its original specified condition and any work necessary to restore all other components to the pre-maintenance conditions.

#### **G. Sediment Barrier (baled straw)**

Maintenance of sediment barrier (baled straw) consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations on the bales by tapping.

#### **H. Triangular Silt Barrier**

Maintenance of Triangular Silt Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

#### **I. Retrofit:**

Maintenance of the retrofit device consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the permanent detention pond being utilized as a temporary sediment basin. This item also includes any maintenance that is required to ensure the retrofit device is maintained per Plan details and any maintenance of the stone filter to maintain its filtering ability, including cleaning and replacement.

**J. Construction Exit:**

Maintenance of the construction exit consists of all labor, tools, materials, equipment and incidentals, including additional stone and geotextile fabric as required to prevent the tracking or flow of soil onto public roadways. This includes, scarifying existing stone, cleaning existing stone, or placement of additional stone.

Cleaning of the construction exit by scraping and/or brooming only will not be measured for payment.

**K. Inlet Sediment Trap**

Maintenance of inlet sediment traps consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the trap and/or the excavated area adjacent to the trap. It also includes any maintenance that is required to remove sediment accumulations ("filtercake") from the material selected to construct the inlet sediment trap.

**L. Rock Filter Dams**

Maintenance of rock filter dams consists of all labor, tools, materials, equipment, and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes.

**M. Stone Filter Berms**

Maintenance of stone filter berms consists of all labor, tools, materials, equipment, and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes.

**N. Stone Filter Rings**

Maintenance of stone filter rings consists of all labor, tools, materials, equipment, and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes.

**165.3.06 Quality Acceptance**

General Provisions 101 through 150.

**165.3.07 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

**165.4 Measurement****A. Temporary Silt Fence:**

Maintenance of temporary silt fence, Type A, B, or C, is the actual linear feet (meter) of silt fence, measured in place, where sediment is removed.

**B. Silt Control Gates:**

Maintenance of temporary silt control gates, type I, II, III or IV, as specified on the Plans, is measured as a single unit.

**C. Check Dams (All Types):**

Maintenance of temporary erosion control check dams as specified on the Plans is the actual linear feet (meter) of baled straw, type c silt fence or rip rap, measured in place, where sediment is removed.

**D. Silt Retention Barrier:**

Maintenance of temporary silt retention barrier as specified on the Plans, is measured by the linear foot (meter) where sediment is removed.

**E. Temporary Sediment Basins:**

Maintenance of temporary sediment basins as specified on the Plans, is measured as a single unit.

**F. Sediment Barrier (baled straw)**

Maintenance of sediment barrier (baled straw), is the actual linear feet (meter) of baled straw measured in place, where sediment is removed.

**G. Triangular Silt Barrier:**

Maintenance of triangular silt barrier as specified on the plans, is measured by the linear foot (meter) where sediment is removed.

**H. Retrofit:**

Maintenance of retrofit device at the location specified on the Plans is measured per each.

**I. Construction Exit:**

Maintenance of construction exit at the location specified on the Plans, or as directed by the Engineer is measured per each.

**J. Inlet Sediment Trap**

Maintenance of inlet sediment trap at the location specified on the Plans, or as added by the Engineer is measured per each.

**K. Rock Filter Dams**

Maintenance of rock filter dams as specified on the plans is measured as a single unit.

**L. Stone Filter Berms**

Maintenance of stone filter berms as specified on the plans is measured as a single unit.

**M. Stone Filter Rings**

Maintenance of stone filter rings as specified on the plans is measured as a single unit.

**165.4.01 Limits**

General Provisions 101 through 150.

**165.5 Payment**

**A. Temporary Silt Fence:**

Maintenance of temporary silt fence, Type A, B, or C, is paid for at the contract unit price bid per linear foot (meter).

**B. Silt Control Gates:**

Maintenance of temporary silt control gates, Type I, II, III, or IV as specified on the Plans is paid for at the contract unit price bid per each.

**C. Check Dams (All Types):**

Maintenance of Check Dams as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**D. Silt Retention Barrier:**

Maintenance of temporary silt retention barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**E. Temporary Sediment Basins:**

Maintenance of temporary sediment basins as specified on the Plans is paid for at the contract unit price bid per each.

**F. Sediment Barrier (baled straw):**

Maintenance of sediment barrier (baled straw) as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**G. Triangular Silt Barrier:**

Maintenance of triangular silt barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**H. Retrofit:**

Maintenance of the retrofit device at the location specified on the Plans is paid for at the contract unit price bid per each.

**I. Construction Exit:**

Maintenance of the construction exit at the location specified on the Plans or as added by the Engineer is paid for at the contract unit price per each.

**J. Inlet Sediment Trap**

Maintenance of the inlet sediment trap at the location specified on the Plans or at the location specified by the Engineer is paid for at the contract unit price per each.

**K. Rock Filter Dams**

Maintenance of rock filter dams as specified on the plans is paid for at the contract unit price bid per each.

**L. Stone Filter Berms**

Maintenance of stone filter berms as specified on the plans is paid for at the contract unit price bid per each.

**M. Stone Filter Rings**

Maintenance of stone filter rings as specified on the plans is paid for at the contract unit price bid per each.

Payment will be made under:

165-0030	Maintenance of Temporary Silt Fence (Type C)	-	Per linear foot
165-0041	Maintenance of Check Dams, all types	-	Per each
165-0060	Maintenance of Temporary Sediment Basin, SBA	-	Per each
165-0060	Maintenance of Temporary Sediment Basin, SBB	-	Per each
165-0060	Maintenance of Temporary Sediment Basin, SBC	-	Per each
165-0060	Maintenance of Temporary Sediment Basin, SBD	-	Per each
165-0095	Maintenance of Retrofit Outlet Structure 400	-	Per each
165-0096	Maintenance of Retrofit Slotted Board Dam w/ Stone Filter, Str 1C	-	Per each
165-0096	Maintenance of Retrofit Slotted Board Dam w/ Stone Filter, Str 2	-	Per each
165-0096	Maintenance of Retrofit Slotted Board Dam w/ Stone Filter, Str 4B	-	Per each

165-0096	Maintenance of Retrofit Slotted Board Dam w/ Stone Filter, Str 4C	-	Per each
165-0096	Maintenance of Retrofit Slotted Board Dam w/ Stone Filter, Str 5	-	Per each
165-0101	Maintenance of Construction Entrance/Exit	-	Per each
165-0105	Maintenance of Inlet Sediment Trap	-	Per each

**165.5.01 Adjustments**

General Provisions 101 through 150.

**END OF SECTION 165**

## Section 171 Silt Fence

### 171.1 General Description

This work includes furnishing, installing, and removing a water permeable filter fabric fence to remove suspended particles from drainage water.

#### 171.1.01 Definitions

General Provisions 101 through 150.

#### 171.1.02 Related References

##### A. Standard Specifications

[Section 163—Miscellaneous Erosion Control Items](#)

[Section 700—Grassing](#)

[Section 862—Wood Posts and Bracing](#)

[Section 881—Fabrics](#)

[Section 894—Fencing](#)

##### B. Referenced Documents

ASTM D 3786

ASTM D 4355

ASTM D 4632

ASTM D 4751

[GDT 87](#)

[QPL 36](#)

#### 171.1.03 Submittals

General Provisions 101 through 150.

### 171.2 Materials

Materials shall meet the requirements of the following Specifications:

Material	Section
Filter Fabrics	<a href="#">881</a>
Fencing	<a href="#">894</a>
Wood Posts and Bracing	<a href="#">862</a>

Conditions during Project construction will affect the quantity of the silt fence to be installed.

The Engineer may increase, decrease, or eliminate the quantity at his or her direction. Variations in quantity are not changes in details of construction or in the character of the work.

For Type A, B, and C fences, use fabric as specified in [Subsection 881.2.07, "Silt Fence Filter Fabric."](#)

#### 171.2.01 Delivery, Storage, and Handling

During shipment and storage, wrap the fabric in a heavy-duty covering that will protect the cloth from sunlight, mud, dust, dirt, and debris. Do not expose the fabric to temperatures greater than 140 °F (60

°C).

When installed, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

### **171.3 Construction Requirements**

#### **171.3.01 Personnel**

General Provisions 101 through 150.

#### **171.3.02 Equipment**

General Provisions 101 through 150.

#### **171.3.03 Preparation**

General Provisions 101 through 150.

#### **171.3.04 Fabrication**

General Provisions 101 through 150.

#### **171.3.05 Construction**

Install the silt fence according to this Specification, as shown on the Plans, or as directed by the Engineer.

##### **A. Install Silt Fence**

1. Install silt fence by either of the following methods:
  - a. Excavated Trench Method  
Excavate a trench 4 to 6 in (100 to 150 mm) deep using equipment such as a trenching machine or motor grader. If equipment cannot be operated on the site, excavate the trench by hand.
  - b. Soil Slicing Method  
Create a mechanical slice in the soil 8 to 12 in (200 to 300 mm) deep to receive the silt fence. Ensure that the width of the slice is not more than 3 in (75 mm). Mechanically insert the silt fence fabric into the slice in a simultaneous operation with the slicing that ensures consistent depth and placement.
2. Install the first post at the center of the low point (if applicable). Space the remaining posts a maximum of 6 ft (1.8 m) apart for Types A and B fence and 4 ft (1.2 m) apart for Type C fence.
3. Bury the posts at least 18 in (450 mm) into the ground. If this depth cannot be attained, secure the posts enough to prevent the fence from overturning from sediment loading.
4. Attach the filter fabric to the post using wire, cord, staples, nails, pockets, or other acceptable means.
  - a. Staples and Nails (Wood Posts): Evenly space staples or nails with at least five per post for Type A fence and four per post for Type B fence.
  - b. Pockets: If using pockets and they are not closed at the top, attach the fabric to a wood post using at least one additional staple or nail, or to a steel post using wire. Ensure that the additional attachment is within the top 6 in (150 mm) of the fabric.
  - c. Install the filter fabric so that 6 to 8 in (150 to 200 mm) of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in (450 mm) at all splice joints.
  - d. For Type C fences, attach the filter fabric to the top of the woven wire support fence at the midpoint between posts.
5. Install the fabric in the trench so that 4 to 6 in (100 to 150 mm) of fabric is against the side of the trench with 2 to 4 in (50 to 100 mm) of fabric across the bottom in the upstream direction.

6. Backfill and compact the trench to ensure that flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.

#### **B. Remove the Silt Fence**

1. Keep all silt fence in place unless or until the Engineer directs. A removed silt fence may be used at other locations if the Engineer approves of its condition.
2. After removing the silt fence, return the area to a pleasing appearance. Seed and mulch the area according to [Section 700](#).
3. When installing a silt fence across a waterway that produces significant runoff, place a settling basin in front of the fence to handle the sediment load, if required. Construct a suitable sump hole or storage area according to [Section 163](#).

#### **171.3.06 Quality Acceptance**

Approved silt fence is listed in [QPL 36](#). Approved fabrics must consistently exceed the minimum requirements of this Specification as verified by the Office of Materials and Research. The Office of Materials and Research will remove fabric that fails to meet the minimum requirements of this specification from the QPL until the products' acceptability has been reestablished to the Department's satisfaction.

At the time of installation, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

#### **171.3.07 Contractor Warranty**

The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.

Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

Repair or replace any undermined silt fence at no additional cost to the Department.

#### **171.4 Measurement**

The quantity of silt fence to be paid for is the actual number of linear feet (meters) of silt fence, measured in place from end post to end post of each separate installation. The silt fence must be complete and accepted.

#### **171.4.01 Limits**

General Provisions 101 through 150.

#### **171.5 Payment**

Silt fence Type A, B, or C measured as defined in [Subsection 171.4, "Measurement,"](#) is paid for at the Contract Unit Price bid per linear foot (meter).

Payment is full compensation for the following:

- Furnishing materials
- Erecting and maintaining the fence
- Removing accumulated silt as described in [Subsection 171.3.07, "Contractor Warranty and Maintenance"](#)
- Dressing and grassing, when required
- Removing the fence, when required

Payment for this Item is made as follows:

- Seventy-five percent of the Contract Price bid per linear foot (meter) is paid when each



fence is complete in place.

- Twenty-five percent is paid at removal or acceptance.

If the silt fence must be repaired or removed, as the result of neglect or damage, perform the work at no additional cost to the Department.

Payment will be made under:

Item No. 171	Silt Fence (Type C), Sensitive	Per linear foot (meter)
--------------	--------------------------------	-------------------------

**171.5.01 Adjustments**

General Provisions 101 through 150.

Updated 10/05/2017

**END OF SECTION 171**

## DIVISION 8 - FAA – General Construction Items

### Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to [ 10 ] percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Sponsor.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

### METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

a. With first pay request, 90%.

b. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

### BASIS OF PAYMENT

**105-6 Payment will be made under:**

Item C-105 Mobilization

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

## DIVISION 9 - FAA – Sitework

### Item P-151 Clearing and Grubbing

#### DESCRIPTION

**151-1.1** This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Resident Project Representative (RPR).

**c. Tree Removal.** Tree Removal shall consist of the cutting and removal of isolated single trees or isolated groups of trees. The removal of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared.

#### CONSTRUCTION METHODS

**151-2.1 General.** The trees denoted on the plans to be cut and removed shall be staked on the ground by the Contractor as indicated on the plans.

The removal of existing structures and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the Contractor shall advise the RPR who will notify the proper local authority or Sponsor to secure prompt action.

**151-2.1.1 Disposal.** All materials removed by clearing or by clearing and grubbing shall be disposed of outside the Airport's limits at the Contractor's responsibility, except when otherwise directed by the Engineer. As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry that cannot be used in construction and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case, shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the RPR and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits, the Contractor shall obtain and file with the RPR permission in writing from the property Sponsor for the use of private property for this purpose.

**151-2.1.2 Blasting.** Blasting shall not be allowed.

**151-2.2 Clearing.** The Contractor shall clear the staked or indicated area of all materials as indicated on the plans. Trees unavoidably falling outside the specified clearing limits must be cut up, removed, and disposed of in a satisfactory manner. To minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut flush with the original ground surface. The grubbing of stumps and roots will not be required.

Fences shall be removed and disposed of as directed by the RPR. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a location designated by the RPR if the fence is to remain the property of a local Sponsor or authority.

**151-2.3 Clearing and grubbing.** In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials as indicated on the plans, shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth will be constructed outside of paved areas. For embankments constructed outside of paved areas, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush can be cut off flush with the original ground and allowed to remain. Tap roots and other projections over 1-1/2 inches (38 mm) in diameter shall be grubbed out to a depth of at least 18 inches (0.5 m) below the finished subgrade or slope elevation.

Any buildings and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials shall be disposed of by removal from the site. The cost of removal is incidental to this item. The remaining or existing foundations, wells, cesspools, and like structures shall be destroyed by breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material that cannot be used in backfill shall be removed and disposed of at the Contractor's expense. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes in embankment areas remaining after the grubbing operation shall have the sides of the holes flattened to facilitate filling with acceptable material and compacting as required in Item P-152. The same procedure shall be applied to all holes remaining after grubbing in areas where the depth of holes exceeds the depth of the proposed excavation.

#### **METHOD OF MEASUREMENT**

**151-3.3** The quantity of tree removal as shown on the plans shall be the number of individual trees specifically cleared.

#### **BASIS OF PAYMENT**

**151-4.1** Payment shall be made at the contract unit price per acre (square meter) for clearing. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

**151-4.3** Payment shall be made at the contract unit price per number of individual trees for tree removal. 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-151-4.1 Clearing - per acre

Item P-152-4.3 Tree Removal – per number of individual trees

#### **END OF ITEM P-151**

## Item F-160 Wire Fence with Wood Posts (Classes A and B Fences)

### DESCRIPTION

**160-1.1** This item covers the requirements for furnishing materials and constructing new wire fences and gates with wood posts in accordance with the details included herein and as shown on the plans. The class of fence to be erected shall be either Class A, woven wire fencing surmounted by two strands of barbed wire, or Class B, four strands of barbed wire, as indicated on the plans and in the bid proposal.

### MATERIALS

#### 160-2 WIRE.

**a. Woven Wire (Zinc-coated).** The woven wire fence shall be 7-bar, 26-inch (66 cm) field fence with top and bottom wires No. 10 gauge, and filler and stay wires No. 12 1/2 gauge. Stay wires shall be spaced 6 inches (150 mm) apart. All wires shall be smooth galvanized steel wire, conforming to ASTM A 121, Type B. All wires shall be two-dip and shall be spaced as shown on the plans.

**b. Barbed Wire (Zinc-coated).** Zinc-coated barbed wire shall be 2-strand twisted No. 12 1/2 gauge galvanized steel wire with 4-point barbs of No. 14 gauge galvanized steel wire. All wire shall conform to ASTM A 121, Type A. The barbs shall be spaced approximately 4 inches (100 mm) apart.

**c. Barbed Wire (Copper-covered).** Copper-covered steel barbed wire shall conform to ASTM A 121, Type A.

**d. Barbed Wire (Aluminum-coated).** Aluminum-coated steel-barbed wire shall be 2-strand twisted No. 12 1/2 gauge. The 4-point barbs of No. 14 gauge aluminum-coated steel wire shall be spaced approximately 5 inches (125 mm) apart. The steel wire shall have a tensile strength of between 60,000 and 80,000 pounds per square inch (413 400 and 551 200 kPa), and the aluminum coating shall have a minimum weight of 0.30 ounce per square foot (0.07 kg/square meter) of wire surface on the No. 12 1/2 gauge line wires and 0.25 ounce per square foot (0.06 kg/square meter) of wire surface on the No. 14 gauge barbs.

**e. Bracing Wire (Zinc-coated).** Wire used for cable for bracing shall be No. 9 smooth galvanized soft wire.

**160-2.2 GATES AND HARDWARE.** Gates shall be constructed of galvanized steel tubing conforming to Fed. Spec. RR-F-191 and shall be the size shown on the plans. Heavily galvanized hinges and latches for wood posts shall be furnished with each gate. Either a bolt or lag screw hinge shall be used, and either a wing or butterfly latch shall be furnished.

#### 160-2.3 POSTS.

**a. Species.** All posts shall be one of the following species of wood, unless otherwise noted in the proposal.

Group I	Group II
Cedar	Douglas-fir
Chestnut	Gum, Red
Cypress, Southern	Larch, Western
Locust, Black	Pine, Southern Yellow
Osage-orange	Pine, Lodgepole
Redwood	Tamarack
Yew, Pacific	Ash
Honeylocust	Maple, Sugar
Oak, White	Oak, Red
Mulberry	Spruce
Live Oak	

Posts of Group I may be used untreated, provided at least 75% of the wood is heartwood. Posts of less than 75% heartwood of Group I shall be given a preservative treatment for the part of the post that will have contact with the ground line in accordance with the method specified under subparagraph e(1) below. Posts of Group II shall be given a preservative treatment in accordance with the method specified under subparagraph e(2) below.

**b. Quality.** Posts shall be peeled, sound, straight-grained, free from decay, cracks, and splits; shakes shall not be in excess of 1/4 inch (6 mm) wide and 3 feet (90 cm) long. Checks (lengthwise separations of the wood in a generally radial direction) are permitted, provided they are not injurious.

**c. Dimensions.** All posts shall be of the length shown on the plans. Posts shall have the minimum top diameters shown on the plans or as specified. Sawed and split posts are acceptable in lieu of round posts provided their dimensions are such that round posts of required diameter could be turned therefrom.

**d. Manufacture.** Outer bark shall be completely removed from all posts including depressions. Inner bark shall be removed from all post surfaces to be treated, except inner bark may remain in depressions. The amount of wood shaved off in the removal of inner bark shall be held to a minimum.

**e. Treatment.**

**(1) Butt treatment.** All timber shall be thoroughly seasoned and dry (22% maximum moisture content) before applying preservative treatment. The treatment shall be by a process at least equal to a hot and cold bath process. The hot bath temperature shall be from 200 to 230 F (90 to 110 C) for a duration of 45 minutes, and the cold bath temperature not over 120 F (50 C) for a duration of 45 minutes. The preservative shall be either coal-gas tar or coke-oven tar creosote conforming to American Wood Preservers Association (AWPA) Specification No. 4 for Grade 1 creosote; or a 5% minimum, by weight, pentachlorophenol petroleum solution made by either mixing a liquid concentrate of pentachlorophenol in fuel oil or kerosene, or by dissolving pentachlorophenol crystals of technical purity in suitable fuel oil solvents, as specified by AWPA.

**(2) Full length treatment.** Posts shall be conditioned by air seasoning, steaming, or heating in oil in a manner that prevents injurious checking, splitting, or warping before treating. The treatment, care and preservative shall be in accordance with AWPA.

**160-2.4 BRACES.** Cleats, gate stops, and braces shall be of the size shown on the plans. They shall be of the same species and quality specified for the posts or approved by the Engineer, and they shall be free from knots larger than one-third the width of the piece. Gate stops shall be made of posts of suitable length. Braces may be made of posts of suitable length or of sawed lumber. All cleats, gate stops, and any braces in contact with the ground and for a distance of at least 6 inches (150 mm) above the ground shall be treated by the hot and cold bath process, specified herein for posts. The wire used in cable for bracing shall conform to 160-2.1e.

**160-2.5 STAPLES.** The staples shall be No. 9 galvanized steel wire, 1 inch (25 mm) long for hardwood posts and 1-1/2 inches (37 mm) long for use in softwood posts.

## CONSTRUCTION METHODS

**160-3.1 GENERAL.** The fence shall be constructed in accordance with the details on the plans and as specified herein using new materials, and all work shall be performed in a workmanlike manner, satisfactory to the Engineer. Prior to the beginning of the work or upon the request of the Contractor, the Engineer shall locate the position of the work by establishing and marking the property line or fence line. When directed, the Contractor shall span the opening below the fence with barbed wire fastened to posts of extra length at locations of small natural or drainage ditches where it is not practical to conform the fence to the general contour of the ground surface. The new fence shall be permanently tied to the terminals of existing fences whenever required by the Engineer. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail. When directed, the Contractor shall stake down the woven wire fence at several points between posts.

When directed, in order to keep stock on adjoining property enclosed at all times, the Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m) or such length that the stock can be kept in the proper field. The work shall progress in this manner, and at the close of the working day, the newly constructed fence shall be tied to the unremoved existing fence. Any openings in the fence shall be guarded when stock is using the adjoining property.

**160-3.2 CLEARING FENCE LINE.** The site of the fence shall be sufficiently clear of obstructions, and surface irregularities shall be graded so that the fence will conform to the general contour of the ground. The fence line shall be cleared to a minimum width of 2 feet (60 cm) on each side of the centerline of the fence. This clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence line shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground as specified in the plans. When shown on the plans or as directed by the Engineer, the existing fences which coincide with, or are in a position to interfere with, the new fence location shall be removed by the Contractor as part of the construction work, unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other material acceptable to the Engineer and shall be compacted properly with tampers.

The work shall include the handling and disposal of all material cleared, of excess excavation and the removal of spoiled material regardless of the type, character, composition, or condition of such material encountered.



**160-3.3 SETTING POSTS.** Posts shall be set with large ends down, plumb, and in good line on the side on which the wire is to be fastened. Posts shall be set full depth and shall not be cut off to eliminate rock or other excavation. Where rock is encountered, it shall be removed, even if blasting is necessary, to provide full-depth and full-size holes. The bottoms of all posts shall be cut off square. The diameter of the holes shall be at least 6 inches (150 mm) larger than the diameter of the posts. When cleats are used on posts, the holes shall be dug large enough to accommodate them. After posts are placed and lined, the holes shall be backfilled with suitable material that shall be properly compacted by the use of tampers. The posts adjacent to end, corner, anchor, and gate posts shall be set and braced with braces and wire, as shown on the plans. No extra compensation shall be made for rock excavation. Rock excavation shall not be grounds for extension of time.

**160-3.4 ANCHORING.** Corner, end, gate, and adjacent intermediate posts shall be anchored, by gaining and spiking cleats to the sides of the posts, as indicated on the plans. No cleats will be required on other intermediate posts or on anchor posts.

**160-3.5 BRACING.** End, corner, anchor, and gate posts shall be braced by using a post of sufficient length or a piece of sawed lumber of the proper size, together with a wire cable. The wooden brace shall be gained and securely spiked into the end, corner, anchor, or gate posts and into the next intermediate posts about 6 inches (150 mm) from the top of the respective posts. A cable made of a double strand of galvanized soft wire shall be looped around the end, corner, anchor, or gate post near the ground and around the next intermediate post about 12 inches (300 mm) from the top. After the cable has been stapled in this position, it shall be twisted until tight. The staples used to hold the cable shall be not less than 1-1/2 inches (37 mm) long. The tool used for twisting the cable shall be left in place to permit later adjustment of bracing if found necessary. Anchor posts shall be set at approximately 500-foot (150 m) intervals and braced to the adjacent posts. Posts shall be braced before the wire fencing is placed.

**160-3.6 INSTALLING WIRE.** The wires shall be placed on the side of the posts away from the airport or as directed. The wire fence shall be placed on the posts at the height indicated on the plans. Longitudinal wires shall be installed parallel and drawn uniformly taut. The vertical stay wires of the woven wire fencing shall be straight and vertical. At end and gate posts the woven wire and barbed wire shall be wrapped once around the post; each longitudinal wire shall be stapled at least three times and the ends of these wires shall be tied with a snug, tight twist. Each longitudinal wire shall be stapled to each intermediate post with one steel wire staple; at the corner and anchor posts, two or more staples shall be used. The top strand of barbed wire of all fences shall be stapled with two staples in each post. All staples shall be set diagonally with the grain of the wood and driven up tight. After the fence has been erected, the tops of the wood posts shall be sawed off with a 1-to-3 pitch. The bottom wire of the wire fencing shall clear the ground by not more than 4 inches (100 mm) or less than 1 inch (25 mm) at any place.

**160-3.7 SPLICING WIRE.** Wire splices in longitudinal wires will be permitted if made with an approved galvanized bolt-clamp splice or a wire splice made as follows: The end of the wires shall be carried 3 inches (75 mm) past the splice tool and wrapped around the other wire away from the tool for at least six turns in opposite directions. After the tool is removed, the space occupied by it shall be closed by pulling the ends together. The unused ends of the wires shall be cut close to make a neat, workmanlike job. Woven wire shall be spliced only at posts.

**160-3.8 INSTALLING GATES.** The gates shall be hung on gate fittings, as shown on the plans. Fittings on the gate posts shall be clamped, screwed, or bolted to prevent slipping. Gates shall be so erected as to swing in

the direction indicated and shall be provided with gate stops, as specified or as shown on the plans. Gates shall be erected locations shown on the plans.

**160-3.9 EXISTING FENCE CONNECTIONS.** Wherever the new fence joins an existing fence, either at a corner or at the intersection of straight fence lines, a corner or anchor post shall be set at the junction and braced and anchored the same as herein described for corner posts.

If the connection is made at other than the corner of the new fence, the last span of the old fence shall contain a brace span.

**160-3.10 CLEANING UP.** The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction.

#### METHOD OF MEASUREMENT

**160-4.1** Fences, Class A (Wood Posts) or Class B (Wood Posts), shall be measured in place from outside to outside of end posts or corner posts and shall be the length of fence actually constructed, except for the space occupied by the gates.

Driveway gates and walkway gates shall be measured in units for each gate installed and accepted.

#### BASIS OF PAYMENT

**160-5.1** Payment will be made at the contract unit price per linear foot (meter) for Class A or Class B wire fence. This price shall be full compensation for furnishing all materials and for preparation, erection, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item.

Payment will be made at the contract unit price per each for driveway or for walkway gates. This price shall be full compensation for furnishing all materials and for all preparation, erection, and installation of these materials and for all labor, equipment, tools, and necessary incidentals to complete the item.

Payment will be made under:

Item F-160-5.2 Fence, Class B—per linear foot (meter)

#### MATERIAL REQUIREMENTS

ASTM A 121 Standard Specification for Zinc Coated (Galvanized) Steel Barbed Wire

FED SPEC Fencing, Wire and Post, Metal  
RR-F-191/Gen

AWPA Specification No. 4 for Grade I Creosote

**END OF SECTION F-160**

## DIVISION 10 - FAA – Turfing

### Item T-901 Seeding

#### DESCRIPTION

**901-1.1** This item shall consist of soil preparation, seeding the areas shown on the plans or as directed by the RPR in accordance with these specifications.

#### MATERIALS

**901-2.1 Seed.** The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

Contractor shall submit a mix of both temporary and permanent grass seed along with application rates to perform well for the region and season for which it will be applied.

**901-2.2 Lime.** Not required.

**901-2.3 Fertilizer.** Not required.

**901-2.4 Soil for repairs.** The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

#### CONSTRUCTION METHODS

**901-3.1 Advance preparation and cleanup.** After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before

beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

#### **901-3.2 Dry application method.**

**a. Seeding.** Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

#### **901-3.3 Wet application method.**

**a. General.** The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

**b. Spraying equipment.** The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

**c. Mixtures.** Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

**d. Spraying.** Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

**901-3.4 Maintenance of seeded areas.** The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

### METHOD OF MEASUREMENT

**901-4.1** The quantity of seeding to be paid for shall be the number of units per acre measured on the ground surface, completed and accepted.

### BASIS OF PAYMENT

**901-5.1** Payment shall be made at the contract unit price per acre or fraction thereof, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this item.

Payment will be made under:

Item 901-5.1 Seeding - per acre

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-901**

## Item T-908 Mulching

### DESCRIPTION

**908-1.1** This item shall consist of furnishing, hauling, placing, and securing mulch on surfaces indicated on the plans or designated by the Engineer.

### MATERIALS

**908-2.1 Mulch material.** Acceptable mulch shall be the materials listed below or any approved locally available material that is similar to those specified. Mulch shall be free from noxious weeds, mold, and other deleterious materials. Mulch materials, which contain matured seed of species that would volunteer and be detrimental to the proposed overseeding, or to surrounding farm land, will not be acceptable. Straw or other mulch material which is fresh and/or excessively brittle, or which is in such an advanced stage of decomposition as to smother or retard the planted grass, will not be acceptable.

**a. Hay.** Hay shall be native hay in an air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Hay shall be sterile, containing no fertile seed.

**b. Straw.** Straw shall be the stalks from threshed plant residue of oats, wheat, barley, rye, or rice from which grain has been removed. Furnish in air-dry condition and of proper consistency for placing with commercial mulch blowing equipment. Straw shall contain no fertile seed.

**c. Hay mulch containing seed.** Hay mulch shall be mature hay containing viable seed of native grasses or other desirable species stated in the special provisions or as approved by the RPR. The hay shall be cut and handled so as to preserve the maximum quantity of viable seed. Hay mulch that cannot be hauled and spread immediately after cutting shall be placed in weather-resistant stacks or baled and stored in a dry location until used.

**908-2.2 Inspection.** The RPR shall be notified of sources and quantities of mulch materials available and the Contractor shall furnish him with representative samples of the materials to be used 30 days before delivery to the project. These samples may be used as standards with the approval of the RPR and any materials brought on the site that do not meet these standards shall be rejected.

### CONSTRUCTION METHODS

**908-3.1 Mulching.** Before spreading mulch, all large clods, stumps, stones, brush, roots, and other foreign material shall be removed from the area to be mulched. Mulch shall be applied immediately after seeding. The spreading of the mulch may be by hand methods, blower, or other mechanical methods, provided a uniform covering is obtained.

Mulch material shall be furnished, hauled, and evenly applied on the area shown on the plans or designated by the RPR. Straw or hay shall be spread over the surface to a uniform thickness at the rate of 2 to 3 tons per acre (1800 - 2700 kg per acre) to provide a loose depth of not less than 1-1/2 inches (38 cm) nor more than 3 inches (75 mm). Other organic material shall be spread at the rate directed by the RPR. Mulch may be blown on the slopes and the use of cutters in the equipment for this purpose will be permitted to the extent that at least 95% of the mulch in place on the slope shall be 6 inches (150 mm)



or more in length. When mulches applied by the blowing method are cut, the loose depth in place shall be not less than one inch (25 mm) nor more than 2 inches (50 mm).

**908-3.2 Securing mulch.** The mulch shall be held in place by light discing, a very thin covering of topsoil, pins, stakes, wire mesh, asphalt binder, or other adhesive material approved by the RPR. Where mulches have been secured by either of the asphalt binder methods, it will not be permissible to walk on the slopes after the binder has been applied. When an application of asphalt binder material is used to secure the mulch, the Contractor must take every precaution to guard against damaging or disfiguring structures or property on or adjacent to the areas worked and will be held responsible for any such damage resulting from the operation.

If the “peg and string” method is used, the mulch shall be secured by the use of stakes or wire pins driven into the ground on 5-foot (1.5-m) centers or less. Binder twine shall be strung between adjacent stakes in straight lines and crisscrossed diagonally over the mulch, after which the stakes shall be firmly driven nearly flush to the ground to draw the twine down tight onto the mulch.

### **908-3.3 Care and repair.**

a. The Contractor shall care for the mulched areas until final acceptance of the project. Care shall consist of providing protection against traffic or other use by placing warning signs, as approved by the RPR, and erecting any barricades that may be shown on the plans before or immediately after mulching has been completed on the designated areas.

b. The Contractor shall be required to repair or replace any mulch that is defective or becomes damaged until the project is finally accepted. When, in the judgment of the RPR, such defects or damages are the result of poor workmanship or failure to meet the requirements of the specifications, the cost of the necessary repairs or replacement shall be borne by the Contractor.

c. If the “asphalt spray” method is used, all mulched surfaces shall be sprayed with asphalt binder material so that the surface has a uniform appearance. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m), or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it. Asphalt binder material may be sprayed on the mulched slope areas from either the top or the bottom of the slope. An approved spray nozzle shall be used. The nozzle shall be operated at a distance of not less than 4 feet (1.2 m) from the surface of the mulch and uniform distribution of the asphalt material shall be required. A pump or an air compressor of adequate capacity shall be used to ensure uniform distribution of the asphalt material.

d. If the “asphalt mix” method is used, the mulch shall be applied by blowing, and the asphalt binder material shall be sprayed into the mulch as it leaves the blower. The binder shall be uniformly applied to the mulch at the rate of approximately 8 gallons (32 liters) per 1,000 square feet (100 sq m) or as directed by the RPR, with a minimum of 6 gallons (24 liters) and a maximum of 10 gallons (40 liters) per 1,000 square feet (100 sq m) depending on the type of mulch and the effectiveness of the binder securing it.

## **METHOD OF MEASUREMENT**

**908-4.1** Mulching shall be measured in square yards (square meters) on the basis of the actual surface area acceptably mulched.

**BASIS OF PAYMENT**

**908-5.1** Payment will be made at the contract unit price per square yard (square meter) for mulching. The price shall be full compensation for furnishing all materials and for placing and anchoring the materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item T-908-5.1 Mulching - per square yard (square meter)

**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D977 Standard Specification for Emulsified Asphalt

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

**END OF ITEM T-908**

### APPENDIX A: Supplemental Contract Forms

### CONSENT OF SURETY TO FINAL PAYMENT

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Project #: \_\_\_\_\_

TO SPONSOR (Name and Address): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_ Contract Date: \_\_\_\_\_

In accordance with the provisions of the Contract between the Sponsor and the Contractor as indicated above, the

(Insert name and address of Surety) \_\_\_\_\_, Surety,

on bond of

(Insert name and address of Contractor) \_\_\_\_\_, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Sponsor) \_\_\_\_\_, Sponsor,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,

The Surety has hereunto set its hand on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature of Authorized Representative

Attest:  
(Seal)

\_\_\_\_\_  
Printed Name and Title

**This page intentionally left blank.**

### CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

---

<b>PROJECT:</b>	<b>SPONSORS’ PROJECT NUMBER:</b>	SPONSOR: <input type="checkbox"/>
		ARCHITECT: <input type="checkbox"/>
<b>TO SPONSOR:</b>	<b>CONTRACT FOR:</b> General Construction	CONTRACTOR: <input type="checkbox"/>
	<b>CONTRACT DATED:</b>	SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

---

**STATE OF:** GEORGIA  
**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Sponsor or Sponsor’s property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment:       Yes       No

*The following supporting documents should be attached hereto if required by the Sponsor:*

- Contractor Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Sponsor, accompanied by a list thereof.
- Contractor’s Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:**

BY: \_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:

**This page intentionally left blank.**

### CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project / Sponsor

Contractor

Project: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
City                      State                      Zip Code

Sponsor: \_\_\_\_\_ Contract Date: \_\_\_\_\_

**TO ALL WHOM IT MAY CONCERN:**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Sponsor and against any and all funds of the Sponsor appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Sponsor pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of:

\_\_\_\_\_

Dollars (\$ \_\_\_\_\_) constitutes the entire unpaid balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Sponsor in connection with said contract or project.

Notary Public:  
My Commission Expires:

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

BY: \_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed name and title)

**This page intentionally left blank.**





**This page intentionally left blank.**

### B.M.P Inspection Report

Project: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

Time: \_\_\_\_\_

Type of Inspection: Routine \_\_\_\_\_ Re-Inspection \_\_\_\_\_

Stage of Construction: BMP Installation/Clearing Grading Curb/Gutter Building Other

Weather/Soil Condition: Raining/Wet Light Rain/Medium Clear/Dry

Erosion Device Inspected	Status		
Bf: Buffer Zone	Passed	Failed	Comment
Ds1: Soil Stabilization: mulch only 6" to 10"	Passed	Failed	Comment
Ds2: Soil Stabilization: (temp. seeding)	Passed	Failed	Comment
Ds3: Soil Stabilization: (permanent vegetation)	Passed	Failed	Comment
Ds4: Soil Stabilization: (soding)	Passed	Failed	Comment
Ga: Gablon	Passed	Failed	Comment
Du: Dust Control	Passed	Failed	Comment
Cd: Check Dams: rock/other	Passed	Failed	Comment
Cb: Channel Stabilization: (rip rap or vegetation)	Passed	Failed	Comment
Co: Construction Exit Pad	Passed	Failed	Comment
Mb: Geotextiles (matting Blanket)	Passed	Failed	Comment
Rd: Rock Filter Dam	Passed	Failed	Comment
Rt: Retrofit: Detention/Sediment Pond	Passed	Failed	Comment
Sd1: Sediment Barrier	Passed	Failed	Comment
Sd2: Inlet Sediment Trap	Passed	Failed	Comment
Sd3: Temporary Sediment Basin	Passed	Failed	Comment
Sr: Temporary Stream Crossing	Passed	Failed	Comment
St: Storm Drain Outlet Protection	Passed	Failed	Comment
Dn1: Temporary Down Drain Structure	Passed	Failed	Comment
Sb: Stream Bank Stabilization	Passed	Failed	Comment
Sd1-C: Silt Fence	Passed	Failed	Comment
Wt: Veg. Waterway or St/Water Conv. Channel	Passed	Failed	Comment
Tree Preservation Fencing	Passed	Failed	Comment
Trash	Passed	Failed	Comment

1. What action(s) was taken for any failed activities listed above? Verbal Notification: \_\_\_\_\_

Written Notification: \_\_\_\_\_ Stop Work Order: \_\_\_\_\_ Citation #: \_\_\_\_\_
2. What time frame was given to comply with the above violation: Days: \_\_\_\_\_ Other: \_\_\_\_\_

3. Have any complaints or violations been issued on this project previously? Yes: \_\_\_\_\_  
No: \_\_\_\_\_

4. If yes, explain violations/fines: \_\_\_\_\_  
\_\_\_\_\_

5. Are there state waters present? Yes: \_\_\_\_\_ No: \_\_\_\_\_

6. Were all permits posted? Yes: \_\_\_\_\_ No: \_\_\_\_\_

7. Is an approved E&S plan on site? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Comments:

Inspected By: \_\_\_\_\_

## Site Inspection Report

## Erosion and Sedimentation Inspection Report

Maintain Reports on-site

<b>Site:</b>	<b>Date:</b>	<b>Time:</b>
<b>Inspector:</b>	<b>Accompanied By:</b>	
<b>Stage of Construction:</b>		
<b>Site:</b>		
<b>Observation:</b>		
<b>Recommendations:</b>		
<b>Contractors's Corrective Action (and Date):</b>		
<b>Site:</b>		
<b>Observation:</b>		
<b>Recommendations:</b>		
<b>Contractors's Corrective Action (and Date):</b>		

**This page intentionally left blank.**



**This page intentionally left blank.**



## Daily Inspection Report

*Inspection performed by certified personnel each day construction activity occurs on-site*

<b>Project Information</b>	
Date:	Project Name:
Project Location:	
<b>Inspection Observations</b>	
Rainfall within past 24 hours (inches):	Is rainfall greater than 0.5"? Inspection Required <input type="checkbox"/>
<b>Inspection Observations</b>	
<b>Petroleum Product Storage Areas:</b> Are all of the temporary and permanent controls contained in Plan in place? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe the location(s) of deficiencies and corrective actions that must be taken.	
<b>Vehicle Entrances and Exits:</b> Is there tracking of sediment from locations where vehicles enter and leave the project? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe the location(s) and the corrective actions that must be taken.	
Other Observations	
Is an Erosion, Sedimentation and Pollution Control Plan revision required? <input type="checkbox"/> Yes <input type="checkbox"/> No      Date of revision:	
Corrective Actions and Date:	

\_\_\_\_\_  
Signature of Certified Personnel

\_\_\_\_\_  
Printed Name of Certified Personnel

**This page intentionally left blank.**





**Monthly Inspection Report**  
*Inspection performed by certified personnel at least once per month*

<b>Project Information</b>	
Date:	Project Name:
Project Location:	
<b>Inspection Observations</b>	
Rainfall within past 24 hours (inches):	Is rainfall greater than 0.5"? Inspection Required <input type="checkbox"/>
<b>Inspection Observations</b>	
Areas that have undergone final stabilization: Are all permanent stabilization controls contained in Plan in place? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe the location(s) of deficiencies and corrective actions that must be taken.	
Other observations: Are pollutants entering the drainage system or receiving waters? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe the location(s) and the corrective actions that must be taken.  Are all erosion and sediment control measures operating properly? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe the location(s) and the corrective actions that must be taken.	
Other Observations	
Is an Erosion, Sedimentation and Pollution Control Plan revision required? <input type="checkbox"/> Yes <input type="checkbox"/> No      Date of revision:	
Corrective Actions and Date:	

\_\_\_\_\_  
Signature of Certified Personnel

\_\_\_\_\_  
Printed Name of Certified Personnel

**This page intentionally left blank.**



**This page intentionally left blank.**





**This page intentionally left blank.**

### APPENDIX C: Existing Site Photos



This is the gate to access the property from Airport Road SE. Looking South onto the property.



This is the gate to access the property from Airport Road SE. Looking North back toward Airport Road SE.



This is the gate inside the property that will require removal and replacement. Looking SE



This is the gate inside the property that will require removal and replacement. Looking SE





Example of flagged tree to be removed.



Example of flagged tree to be removed. This is considered one tree.



View of trees to be removed. Looking SE



Existing pipe culvert crossing that may require replacement. Looking East