

**CONTRACT DOCUMENTS FOR**

**Middle Georgia Regional Airport (MCN)**



**RUNWAY 5-23 EXTENSION – PHASE 1, RETAINING WALL  
STRUCTURE – PHASE 1**

**September 1, 2022**

**PREPARED BY:**

**PASSERO ASSOCIATES, LLC**



**4730 Casa Cola Way – Suite 200  
St. Augustine, FL 32095**

**PA Project No. 20202946.0009**

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**TABLE OF CONTENTS**

**PART 1**

**CONTRACT DOCUMENTS**

ADVERTISEMENT FOR BIDS..... AFB-1 to AFB-4

INSTRUCTIONS TO BIDDERS .....ITB-1 to ITB-19

PROPOSAL DOCUMENTS.....PD-1 to PD-23

CONTRACT DOCUMENTS.....CD-1 to CD-8

**PART 2**

FAA ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION, located here and incorporated by reference:

[https://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150-5370-2G.pdf](https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf)

**PART 3**

DAVIS BACON WAGE RATE DB-1 to DB-7

**PART 4**

GENERAL PROVISIONS GP-1 to GP-48

- Section 10 - Definition of Terms
- Section 20 - Proposal Requirements and Conditions
- Section 30 - Award and Execution of Contract
- Section 40 - Scope of Work
- Section 50 - Control of Work
- Section 60 - Control of Materials
- Section 70 - Legal Relations and Responsibility to Public
- Section 80 - Execution and Progress
- Section 90 - Measurement and Payment

**PART 5**

TECHNICAL SPECIFICATIONS –

**DRAWINGS FULL SET –**

**PART 6**

**PLANS**

**Drawing Number Title**

**END OF TABLE OF CONTENTS**

## ADVERTISEMENT FOR BIDS

### MIDDLE GEORGIA REGIONAL AIRPORT (MCN) MACON, GEORGIA

Sealed bids for the **Base Bid: RUNWAY 5-23 EXTENSION – PHASE 1, RETAINING WALL STRUCTURE – PHASE 1** project at the Middle Georgia Regional Airport, Macon, Georgia, will be received by Macon-Bibb County Procurement Department, until **1:00 P.M. EDT on September 29, 2022** at which time they will be publicly opened and read aloud.

#### PROJECT DESCRIPTION

#### **RUNWAY 5-23 EXTENSION – PHASE 1, RETAINING WALL STRUCTURE – PHASE 1**

The location of the work is at the *Middle Georgia Regional Airport, in Macon, Georgia.*

Prospective bidders should read the following instructions carefully before submitting their bids. For each item on the bid form there is a space provided for the price to be shown in numerals and words. All notations must be in ink. Totals read at the opening of bids are not guaranteed to be correct and no final award of contract will be made until the bid and extensions have been verified.

A Bidder's bond must be executed on the form furnished by the Owner, and the required bond, cash, cashier's check, or certified check must accompany each proposal, in the amount of 5% of the total amount of the proposal. A 100% performance bond and a 100% payment bond will be required of the Contractor at time of contract execution. A Georgia Resident Agent must countersign all bonds from a surety company authorized by law to do business in this State pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance; no bond shall be approved unless the surety is on the United States Department of Treasury's list of approved bond sureties.

The successful bidder will be required to provide the Owner with the affidavit required by OCGA 36-91-21 (e) *Competitive Award Requirements*.

All work under the contract shall be completed within **120** calendar days from the issuance of the Construction Notice to Proceed.

Liquidated damages for delays in completion will be in accordance with the following schedule:  
**\$1,000.00 per calendar day.**

Payment will be made monthly on completed work. Retainage will be held by the Owner to a maximum of ten percent (10%) of each progress payment.

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

*Macon-Bibb County Procurement Department, Government Center:*

- 700 Poplar Street, 3rd Floor, Suite 308, Macon, Georgia 31201

and the Engineer's office, Passero Associates, LLC:

- 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095

They may be examined at these offices without charge.

A complete set of Bid Documents, consisting of this Notice To Bidders, the General Provisions, Technical Specifications, Bid Forms, Agreement Forms and Contract Drawings, will be available on Friday, September 2, 2022, and may be obtained from **Passero Associates at [www.passero.com](http://www.passero.com) under the 'BID' tab.** There is no cost to download the contract documents, but prospective bidders must sign up as a Plan holder in order to receive addenda and contract notices.

A Non-Mandatory Pre-Bid Conference will be held **Thursday, September 8, 2022** at the Middle Georgia Regional Airport located at 1000 Terminal Dr., Macon, GA 31297. A MANDATORY Pre-Bid Conference will be held at 11:00 A.M. Thursday, September 8, 2022 in the the Middle Georgia Regional Airport located at 1000 Terminal Dr., Macon, GA 31297..All questions must be submitted in writing to Stan Price, P.E. at [sprice@passero.com](mailto:sprice@passero.com)

**Bid Summary Schedule:**

Advertisement	Bid Document Available	Pre-Bid Meeting	Last Day for Questions	Addendum Issued	Bid Opening
<b>Wednesday, August 31, 2022</b>	<b>Friday, September 2, 2022</b>	<b>Thursday, September 8, 2022 @ 2:00 P.M.</b>	<b>Monday, September 19, 2022</b>	<b>Friday, September 29, 2022</b>	<b>Thursday September 29, 2022 @ 1:00 P.M.</b>

Envelopes containing bids must be sealed, addressed to the undersigned, and marked as follows: "Bid for Construction at *Middle Georgia Regional Airport, Macon, GA*, Project Name as stated in page one of the Bid Forms, Passero Associates Project 20202946.0009, Bidders Name and Address". Bids will be required to remain open for acceptance or rejection for **ninety (90) calendar days** after the date of opening of bids.

## **IMPORTANT NOTICE TO BIDDERS**

**IMPORTANT NOTICE TO BIDDERS:** The following regulations and requirements apply to this project:

**Foreign Trade Restriction:** Denial of Public Works contracts to suppliers of goods and services of countries that deny procurement market access to US contractors (DOT Reg. 49 CFR Part 30)

**Government wide debarment and suspension and government wide requirements for drug free workplace.** (DOT Regulation 49 CFR Part 29)

**Affirmative Action to Ensure Equal Employment Opportunity** (Executive Order 11246 and DOL Regulation 41 CFR Part 60)

**Title VI Solicitation Notice:**

Macon-Bibb County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The bidder must have at his disposal the necessary equipment to put on the project when notice is given to begin work and to do the work within the time specified. The proposal of any bidder will be rejected if the award of the work for which the proposal is submitted, may, in the judgment of the Owner, affect the workmanship, financing or progress of other work awarded to the bidder in the same letting or other work which the bidder may have under contract.

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

\_\_\_\_\_  
Airport Representative  
Macon-Bibb County

## **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, 2013 EDITION.

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

### **PREQUALIFICATIONS OF BIDDER**

Each bidder shall furnish the owner 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 owner 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 Owner.

Unless otherwise specified, a 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 "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

### **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 OWNER 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 OWNER. 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-COLLUSION**

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**

(Title 49 United States Code, Chapter 501). The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA 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.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

**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.

**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 Non-segregated 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.

**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 4%.

**COPELAND “ANTI-KICKBACK” ACT REQUIREMENTS**

The United States Department of Labor Wage and Hours Division oversees the Copeland “Anti- Kickback” Act Requirements. All contracts and subcontracts must meet and comply with the Occupational Safety and Health Act of 1970. United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland “Anti-Kickback” Act Requirements required to be inserted in solicitations, contracts or subcontracts.

**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 ad determined by the U. S. Dept. of Labor. The applicable Wage Determination is a part of Section 130.

**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.

**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.

**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 OWNER, 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 OWNER after due investigation has reasonable objection to any proposed subcontractor, other person or organization, the OWNER 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 OWNER does not make written objection prior to giving the NOTICE OF AWARD will be deemed acceptable to OWNER.

### **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 OWNER and the successful CONTRACTOR. The Affidavits must be provided to the OWNER 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 in ink or by typewriter. 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 OWNER and the terms "doing business" must sign BIDS by individuals or "sole OWNER" 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 **Monday, September 19, 2022**. 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 OWNER 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, article 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 Owner'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 Owner.

### **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:       Macon-Bibb Procurement Department  
                                  Government Center  
                                  700 Poplar Street, 3<sup>rd</sup> Floor, Suite 308  
                                  Macon, Georgia 31201**

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 Owner 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 Owner 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 Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner 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 Owner'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 OWNER, or if the OWNER'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 OWNER.

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

### **DISQUALIFICATION OF BIDDERS**

A bidder shall 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 Owner until any such participating bidder has been reinstated by the Owner 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 Owner has made a comparison of bids. Proposal guaranties of the two lowest bidders will be retained by the Owner 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 Owner receives the contracts bonds.

### **RIGHTS RESERVED**

OWNER 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, OWNER reserves the right to reject the Proposals of any BIDDER if OWNER 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 OWNER. 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 OWNER 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, OWNER 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.

OWNER 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. OWNER may also consider operating costs, maintenance considerations, performance data and guarantees of materials may also be considered by OWNER, when such data is submitted prior to Notice of Award.

OWNER 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 Owner's satisfaction within the prescribed time.

**Responsibility** - The determination of the Bidder's responsibility will be made by the OWNER 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 OWNER's request.

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

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

If a contract is to award, it will be awarded to the lowest responsive and responsible BIDDER whose evaluation by OWNER indicates to OWNER 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 OWNER 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 OWNER, upon the recommendation of the ENGINEER to the lowest responsible, responsive BIDDER, whose Proposal meets the requirement of the OWNER, and complies with the applicable laws of the State of Georgia.

If a contract is to be awarded, OWNER will give the Successful BIDDER a NOTICE OF AWARD within **ninety (90) calendar days** after the day of bid Opening, or such mutually agreeable extension of time.

### **CANCELLATION OF AWARD**

The OWNER 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 OWNER.

### **SIGNING OF AGREEMENT**

After the OWNER 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 OWNER with all other Contract Documents including insurance certificates and executed bonds attached thereto. OWNER will identify those portions of the Contract Documents not fully signed by the OWNER 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 OWNER not as a penalty, but in liquidation of damages sustained. At the discretion of the OWNER, 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 **seven (7)** days from the receipt of each payment the prime CONTRACTOR receives from the Airport OWNER. 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 Airport OWNER. 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 OWNER 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 OWNER 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 OWNER, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the CONTRACTOR.

**INSURANCE REQUIREMENTS**

The amounts and types of insurance shall conform to the following minimum requirements. Current Insurance Service Office (ISO) policies, forms and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms and endorsements, and companies providing such coverages must be acceptable to the Owner.

- a) **Worker’s Compensation and Employer’s Liability Insurance** shall be purchased and maintained by the Contractor and be in force during the term of this Contract, in accordance with the Laws of the State of Georgia. The amount of Employer’s Liability Insurance shall not be less than:

Worker’s Compensation	\$1,000,000 Limit Each Accident
Employer’s Liability	\$1,000,000 Limit Disease Aggregate
	\$1,000,000 Limit Disease Each Employee

- b) **Commercial General Liability Insurance** shall be purchased and maintained by the Contractor during the period of construction. Coverage shall include but not be limited to Premises and Operation, Per Project Aggregate, Personal Injury, Contractual for this Contract, Independent Contractors Broad Form Property Damage and Products and Completed Operations Coverage and shall not exclude coverage for the “X” (Explosion), “C” (Collapse), and “U” (Underground Property Damages Liability Exposures). Limits of Coverages shall be at least:

Bodily Injury and Property Damage Liability	\$1,000,000 Combined Single Limit Occurrence
	\$3,000,000 Combined Single Limit Aggregate

- c) **Business Automobile Liability Insurance** shall be purchased and maintained by the Contractor as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property	\$1,000,000 Limit Each Person
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Damage Liability                      \$1,000,000 Limit Each Accident

or

Bodily Injury and Property      \$1,000,000 Combined Single Limit Each  
Damage Liability                      Accident

- d) **Commercial Umbrella Insurance** shall be purchased and maintained by the Contractor and be in force during the term of this Contract. The amount of the Commercial Umbrella shall not be less than:

Commercial Umbrella    \$1,000,000 Per Occurrence

All policies, except for Worker's Compensation policies, shall name the Owner as an additional insured (including completed operations) with primary and non-contributory coverage (with any third-party coverage provided for the Owner to be deemed as excess only) and name the Owner with a waiver of subrogation. All insurance shall expressly provide that no amendment or cancellation of any policy shall be effective until 30 days written notice to the Owner, and that the Owner is an additional insured to the extent that the Contractor is required to provide insurance coverages of the Owner under the contract. Before starting the work, and at any time Owner so request, the Contractor shall furnish certificates of insurance satisfactory to the Owner evidencing the required insurance. The failure of the Contractor to supply such certificates of insurance, or any payment by the Owner prior to receipt of certificates of insurance, shall not diminish Contractor's duty to maintain the required insurance or to supply such certificates of insurance.

The insurance provided to the additional insured shall apply to "bodily injury" or "property damage" caused by "contractor's work" and included in the "products completed operations hazard".

### **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 Phase One of construction for this project is **120 Calendar Days**.

### **LIQUIDATED DAMAGES**

Liquidated damages for the delay in completion will be in accordance with the following schedule: \$1,000.00 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 OWNER, 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 OWNER; 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 OWNER by reason of, or connected with the work under the contract; should any claim arise, the OWNER may hold back sufficient money to meet said claims until the CONTRACTOR has satisfied the OWNER 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 OWNER 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 OWNER 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.

### **CLAIMS**

The OWNER reserves the right to refuse to issue any vouchers and to direct that no payment shall be made to the CONTRACTOR in case the OWNER 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 OWNER 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 regards 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 OWNER. 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 OWNER.

**PERFORMANCE OF CONTRACT**

The OWNER 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 OWNER 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 OWNER to utilize the CONTRACTOR's best skill, efforts and judgment in furthering the interest of the OWNER; 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 OWNER.

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 OWNER in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of OWNER 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 OWNER:** The agreement resulting from this bid shall be subject to termination by the OWNER at any time in the opinion of the OWNER; 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 OWNER's reasonable satisfaction, the OWNER 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 OWNER, the OWNER 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 OWNER.
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 OWNER 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 OWNER'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.

**PROPOSAL DOCUMENTS  
MIDDLE GEORGIA REGIONAL AIRPORT  
MACON, 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: RUNWAY 5-23 EXTENSION – PHASE 1, RETAINING WALL STRUCTURE – PHASE 1**

SUBMITTED TO: **MACON-BIBB PROCUREMENT DEPARTMENT  
GOVERNMENT CENTER  
700 POPLAR STREET, 3RD FLOOR, SUITE 308  
MACON, GEORGIA 31201**

SUBMITTED BY:

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Name

---

Address

---

City, State and Zip Code

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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, Special Provisions; and Technical Specifications 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 (15) 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 (10) days** after the date of issuance of the Notice to Proceed unless otherwise authorized by the Engineer, and further agrees that within **fifteen (15) 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 is anticipated to be completed within **120 Calendar Days** from the date when the Contract Time commences. The Contractor shall be given **120 Calendar Days** to complete physical construction.
- (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 in accordance with the following schedule: \$1,000.00 per calendar day.

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 Owner 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

**INSERT BID FORM HERE**

**BASE BID TOTAL \$** \_\_\_\_\_  
**In Numbers**

**BASE BID TOTAL \$** \_\_\_\_\_  
**In Words**

**BASE BID + ALTERNATE TOTAL \$** \_\_\_\_\_  
**In Numbers**

**BASE BID + ALTERNATE TOTAL \$** \_\_\_\_\_  
**In Words**

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. \_\_\_\_\_

**SUBCONTRACTOR, SUPPLIERS AND OTHERS:**

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

**PROPOSAL GUARANTEE BOND (5%)  
MIDDLE GEORGIA REGIONAL AIRPORT  
MACON, 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 MACON-BIBB COUNTY,  
MACON, GEORGIA or their duly authorized representative, acting for the Owner, hereinafter called the  
"Owner"), 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 Owner, all  
set forth in the Proposal or bid, should the same be accepted, and that no longer than fifteen (15) calendar  
days after the receipt by the notification of acceptance of this Proposal and this receipt by the Principal of  
contract forms from the Owner, 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 Owner, in the amount determined by the Owner, not to exceed the total amount of the  
contract; it is also required that the Contractor begin work within ten (10) calendar days after notice to  
proceed by the Owner, and further agrees that within fifteen (15) calendar days after given notice to  
proceed by the Owner 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, shag be just and adequate cause for the annulment  
of the award, the amount of this guarantee shall immediately be at the disposal of the Owner, 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 Owner, 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 \_\_\_\_\_, 20\_\_.

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



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

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

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

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

(SEAL)

NOTE: Each agent representing such Surety Company must file with the Owner 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 owners of all outstanding stock of said corporation as of this date are as follows:

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

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

\_\_\_\_\_  
Secretary

(Corporate Seal)

**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  
MACON-BIBB COUNTY, MACON, GEORGIA (the

COUNTY) 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 COUNTY 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 COUNTY, and any such contract(s) will be binding on the LLC, Partnership, or Sole

Owner.

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

\_\_\_\_\_  
Signature

**FORM OF NON-COLLUSION 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 OWNER 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.

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

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

My Commission expires \_\_\_\_\_

(SEAL)

**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 voluntary 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

**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 Owner 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 Owner 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.

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Signature of Contractor

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Title



## **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 \$10,000.00 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 charged 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.

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SIGNATURE OF CONTRACTOR

TITLE

## 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 September 1965, or Executive Order 11114, dated June 2, 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/she does \_\_\_\_ does not \_\_\_\_ employ **fifty (50)** or more employees.

### PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he/she 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)

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---

---

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

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

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Signature of Contractor

---

Title

**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 Owner.
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 Owner 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 owner 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 **4 %** to be performed by the DBE's.
8. Available Certified DBEs - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner 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 Owner 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 Owner. The act of simply filling out the Schedule A or Schedule B does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

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	Subcontractor Work Item	Dollar Value of Subcontract Work
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**WOMEN SUBCONTRACTS**

Minority Subcontractor	Subcontractor 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 Contractors bid to assist the Owner 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 item B. above and describe any follow up action taken after the initial solicitation to determine if DBE's 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 process of minority businesses that submitted bids for subcontracts under this project.
  - f. List DBE's that were rejected and give reasons for rejections; and,
  - g. Describe efforts made to assist DBE's in obtaining bonding or insurance and submission of bids.
  - h. Provide other actions to secure DBE participation.
10. 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 Owner.

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: \_\_\_\_\_

**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 MACON-BIBB COUNTY 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 \_\_, \_\_\_\_, 20\_\_ 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 \_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_.

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

My Commission Expires:

**SAFE AFFIDAVIT**

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

STATE OF GEORGIA  
BIBB COUNTY

By executing this affidavit under oath, as an applicant for a Bibb County, 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 Bibb County, 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 \_\_\_\_\_ 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: \* \_\_\_\_\_



**BIDDER'S BID-SUBMISSION CHECKLIST for  
 RUNWAY 5-23 EXTENSION – PHASE 1, RETAINING WALL STRUCTURE – PHASE 1  
 MIDDLE GEORGIA REGIONAL AIRPORT  
 MACON, GEORGIA**

	<b>YES</b>
Read and Understands Advertisement for Bid and Requirements	<input type="checkbox"/>
Attended Pre-Bid Meeting	<input type="checkbox"/>
Bidder is Licensed to work in Georgia	<input type="checkbox"/>
Bid Forms Completed and Calculated Correctly	<input type="checkbox"/>
Certified Check or Bid Bond for (5%) Proposal Guaranty	<input type="checkbox"/>
Addendum Acknowledgement	<input type="checkbox"/>
Proposal Guarantee Bond (5%)	<input type="checkbox"/>
Certificate of Corporate Bidder <u>OR</u> Certificate of Authority for LLC <u>OR</u> Partnership <u>OR</u> Sole Owner	<input type="checkbox"/>
Form of Noncollusion Affidavit	<input type="checkbox"/>
Certification Regarding Debarment, Suspension, Ineligibility and Volunteer Exclusion	<input type="checkbox"/>
Buy American Certification	<input type="checkbox"/>
Certification Regarding Foreign Participation	<input type="checkbox"/>
Certification of Nonsegregated Facilities	<input type="checkbox"/>
Equal Opportunity Report Statement	<input type="checkbox"/>
Performance of Work by Subcontractors	<input type="checkbox"/>
Contractor – Georgia Security and Immigration Compliance Act Affidavit and Agreement	<input type="checkbox"/>
SAVE Affidavit	<input type="checkbox"/>
Proof of Insurance	<input type="checkbox"/>
Bid Documents Submittal Checklist	<input type="checkbox"/>

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Representative Name  
 (Print or Type)

\_\_\_\_\_  
 Authorized Representative Signature

## CONTRACT DOCUMENTS

### STATE OF GEORGIA

### BIBB COUNTY

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **MACON-BIBB COUNTY, MACON, GEORGIA**, (Party of the, First Part, hereinafter called the Owner) 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 Owner, 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:

Base Bid: RUNWAY 5-23 EXTENSION – PHASE 1, RETAINING WALL STRUCTURE – PHASE 1– Phase One, MIDDLE GEORGIA REGIONAL AIRPORT, MACON, GEORGIA and Passero Associates, LLC Project No. 20202946.0009

The Contractor awarded work under this contract shall commence work within **fifteen (15)** days after the issuance of the Notice to Proceed. The Contractor shall be given a separate contract submittal Notice to Proceed for shop drawings and materials acquisition. A second Notice to Proceed for construction shall be issued. **All construction work for Base Bid shall be fully completed within 120 Calendar Days** from the construction Notice to Proceed.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the owner as liquidated damages and not as a penalty, the amount of Liquidated damages for the delay in completion will be in accordance with the following schedule for extra expenses incurred by the Owner: \$1,000.00 per calendar day.

The Owner 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 Owner that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the Owner 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 Owner 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 \_\_\_\_\_, 20\_\_\_\_.

**Bibb County, Macon, Georgia**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Name /Title of Representative

\_\_\_\_\_  
Name /Title of Representative

**Contractor**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Name /Title of Representative

\_\_\_\_\_  
Name /Title of Representative

**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:

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

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

**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 MACON-BIBB COUNTY (the COUNTY) 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 COUNTY 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 COUNTY, and any such contract(s) will be binding on the LLC, Partnership, or Sole  
Owner.

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

\_\_\_\_\_

**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 **MACON-BIBB COUNTY, MACON, GEORGIA** as Obligee, hereinafter Called the Owner, 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 Owner, dated \_\_\_\_\_ 20\_\_, for **IMPROVEMENTS TO MIDDLE GEORGIA REGIONAL AIRPORT, IN MACON, GEORGIA, and PASSERO ASSOCIATES Project No. 20202946.0009.**

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 Owner, 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 Owner to be in default under the Contract, the Owner having performed Owner'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 Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, 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 Owner to Principal under the Contract and any amendments thereto, less the amount properly paid by Owner to Principal.

Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

\_\_\_\_\_  
(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 **MACON-BIBB COUNTY, MACON, 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 \_\_\_\_\_, 20\_\_ with the Obligee for **IMPROVEMENTS TO MIDDLE GEORGIA REGIONAL AIRPORT, MACON, GEORGIA; PASSERO ASSOCIATES Project No. 20202946.0009** 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 **120 calendar 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., 20\_\_.

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

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

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

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

Power of Attorney is attached.

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

FAA ADVISORY CIRCULAR 150/5370-2G

**PART 2**

FAA ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION, located here and incorporated by reference:

[https://www.faa.gov/documentLibrary/media/Advisory\\_Circular/150-5370-2G.pdf](https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf)

# DAVIS BACON WAGE RATES

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"General Decision Number: GA20220221 02/25/2022

Superseded General Decision Number: GA20210221

State: Georgia

Construction Type: Highway

County: Bibb 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)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUGA2014-055 10/03/2016

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 14.25 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 16.55	0.00
FORM WORKER.....	\$ 13.97 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.93	0.00
IRONWORKER, REINFORCING.....	\$ 17.17	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.14	0.00
LABORER: Grade Checker.....	\$ 11.45 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.58 **	0.00
LABORER: Pipelayer.....	\$ 13.75 **	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 11.00 **	0.00
LABORER: Common or General, Includes Erosion Control.....	\$ 10.49 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.73	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.22 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.58 **	0.00
OPERATOR: Bulldozer.....	\$ 15.28	0.00
OPERATOR: Compactor.....	\$ 12.60 **	2.17

OPERATOR: Concrete Saw.....	\$ 18.47	0.00
OPERATOR: Crane.....	\$ 20.26	0.00
OPERATOR: Distributor.....	\$ 15.01	0.00
OPERATOR: Grader/Blade.....	\$ 18.30	0.00
OPERATOR: Hydroseeder.....	\$ 11.68 **	0.00
OPERATOR: Loader.....	\$ 14.12 **	1.62
OPERATOR: Mechanic.....	\$ 18.21	0.00
OPERATOR: Milling Machine.....	\$ 15.16	2.52
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.14 **	0.00
OPERATOR: Piledriver.....	\$ 16.70	0.00
OPERATOR: Roller.....	\$ 13.06 **	0.00
OPERATOR: Scraper.....	\$ 12.64 **	0.00
OPERATOR: Screed.....	\$ 13.38 **	0.00
PAINTER: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.13 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.94 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.60 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.96 **	1.19
TRUCK DRIVER: Hydroseeder Truck.....	\$ 14.92 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.79	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.82 **	1.61
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.13	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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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.

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END OF GENERAL DECISION"