

CONTRACT DOCUMENTS FOR

Middle Georgia Regional Airport (MCN)



BUILDINGS AND SITE DEMOLITION

March 1, 2024

PREPARED BY:

PASSERO ASSOCIATES, LLC



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

PA Project No. 20202946.0010

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TABLE OF CONTENTS

PART 1

CONTRACT DOCUMENTS

ADVERTISEMENT FOR BIDS.....	AFB-1 to AFB-3
INSTRUCTIONS TO BIDDERS	ITB-1 to ITB-18
PROPOSAL DOCUMENTS.....	PD-1 to PD-27
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

PART 3

GENERAL PROVISIONS..... GP-1 to GP-43

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 4

TECHNICAL SPECIFICATIONS

Item Code	Description
Item C-102.....	Temporary Air and Water Pollution, Soil Erosion & Siltation Control
Item P-152	Excavation and Embankment
Item F-162	Chain Link Fence
Item T-901.....	Seeding
Section 00 31 00.....	Available Project Information
Section 01 10 00.....	Summary
Section 01 30 00.....	Administrative Requirements
Section 01 35 53.....	Security Procedures
Section 01 50 00.....	Temporary Facilities and Controls
Section 01 51 00.....	Temporary Facilities
Section 01 70 00.....	Execution and Closeout Requirements
Section 02 41 00.....	Demolition
Section 02 84 00.....	Polychlorinate Biphenyl (PCB) Remediation

Section 07 92 00..... Joint Sealants
 Section 09 91 13 Exterior Painting

**PART 5
 DRAWINGS FULL SET/PLANS**

Drawing Number Title

GENERAL:

G-000 Cover Sheet
 G-001 Symbols & Notes

ARCHITECTURAL:

AD-100 Site Demolition Plan
 AD-101 First Floor Demolition Plan – FBO Building
 AD-102 Second Floor Demolition Plan – FBO Building
 AD-103 Demolition Elevations – FBO Building
 AD-104 Photos – FBO Building
 AD-105 Photos – FBO Building
 AD-106 Demolition Plan – Aviance Building
 AD-107 Demolition Elevations – Aviance Building
 AD-108 Photos – Aviance Building
 AD-109 Photos – Aviance Building

CIVIL:

C-100 Security Fencing

END OF TABLE OF CONTENTS

ADVERTISEMENT FOR BIDS

MIDDLE GEORGIA REGIONAL AIRPORT (MCN) MACON, GEORGIA

Sealed bids for the **Base Bid: BUILDINGS AND SITE DEMOLITION** project at the Middle Georgia Regional Airport, Macon, Georgia, will be received by Macon-Bibb County Procurement Department located at 700 Poplar Street, 3rd floor, Suite 308, Macon, GA 31201, until **12:00 Noon local time on Thursday, April 4, 2024** and publicly opened and read aloud at 2:00PM EDT on April 4, 2024.

PROJECT DESCRIPTION

Generally consists of demolition of the Fixed Base Operator (FBO) Building attached to WWII Hangar (west), and the Aviance Building including site demolition to include but not limited to; removing asphalt paving, concrete areas, landscaping, utilities, and fencing with gate; WWII Hangar West facade rehabilitation; earthwork and seeding. The FAA Air-Traffic Control Building, Electric Vault Building and Lean-to Office attached to WWII Hangar (east) to remain. The demolition of buildings and site as required to prepare project site for development of new Corporate Terminal building including providing security fencing prior to starting demolition.

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 **90** calendar days from the issuance of the Construction Notice to Proceed. The bid will be awarded based on the combination of alternates selected to be most advantageous to the Owner.

Liquidated damages for delays in completion will be in accordance with the following schedule:
\$500.00 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 Architect's/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, March 1, 2024, and may be obtained from **Passero Associates at 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 **Mandatory** Pre-Bid Conference will be held **Thursday, March 7, 2024 @ 2PM local time** at the Middle Georgia Regional Airport located at 1000 Terminal Dr., Macon, GA 31297. All questions must be submitted in writing to Christopher Nardone, AIA. at cnardone@passero.com.

Bid Summary Schedule:

Advertisement	Bid Document Available	Mandatory Pre-Bid Meeting	Last Day for Questions	Addendum Issued	Bid Opening
Friday, March 1, 2024	Friday, March 1, 2024	Thursday, March 7, 2024 @ 2:00 P.M.	Monday, March 25, 2024	Thursday, March 28, 2024	Thursday, April 4, 2024 @ 12:00 Noon

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 20202946.0010, 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

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.

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 this statement, it shall attach an explanation to this solicitation/proposal.

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 **5.00%**.

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 ARCHITECT/ENGINEER. Requests for interpretations of drawings and specifications must be made in writing to the Architects/Engineers not later than **5:00PM EDT Monday, March 25, 2024**. 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 ARCHITECT/ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ARCHITECT/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 ARCHITECT/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 one original, one copy and one electronic copy on USB drive 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 County Procurement Department
Government Center
700 Poplar Street, 3rd 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:

- If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS**.

- 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 Architects/Engineers, application for such acceptance will not be considered by ARCHITECT/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	\$1,000,000 Combined Single Limit
Damage Liability	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
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. The contract time is **(90) ninety** calendar days.

LIQUIDATED DAMAGES

Liquidated damages for the delay in completion will be in accordance with the following schedule: **\$500.00** 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 ARCHITECT/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 ARCHITECT/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 ARCHITECTS/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 ARCHITECTS/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 ARCHITECT/ENGINEER what portion of the project he desires to have tested. The ARCHITECT/ENGINEER shall initiate the tests required by the contract specifications.

However, the payment of the tests by the OWNER and scheduling by the ARCHITECT/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 ARCHITECT/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 Specifications.

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 (MCN)
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: BUILDINGS AND SITE DEMOLITION

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

SUBMITTED BY:

Name

Address

City, State and Zip Code

Telephone	Email
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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 **90 Calendar Days** from the date when the Contract Time commences.
- (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: **\$500.00** 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

**BID FORM
BUILDINGS AND SITE DEMOLITION**

BASE BID			
ITEM	DESCRIPTION	UNIT	TOTAL COST
Demolition	Installation of security fencing; demolition of the Fixed Base Operator (FBO) Building and Aviance Building including site demolition to include but not limited to; removing asphalt paving, concrete areas, landscaping, utilities and fencing with gates; earthwork and seeding.	LS	
Rehabilitation	WWII Hangar West facade rehabilitation including but not limited to; refreshing metal panels and windows, installation of gutter and downspouts including reinstall of (2) metal doors and frames, as shown per 4/AD-103, 5/AD-103 and 6/AD-103.	LS	

BASE BID SUMMARY

(Base Bid Total in words, Lump Sum)

(Base Bid Total in numbers, Lump Sum)

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 (MCN)
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.

SIGNATURES ON NEXT PAGE

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 date 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)

**BIDDER CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING THIS CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant (**BIDDER**) certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant (**BIDDER**) is unable to certify to any of the statements in this certification, such prospective participant (**BIDDER**) shall attach an explanation to this proposal.

Name and Address of BIDDER's Organization:

Name of BIDDER's
Authorized Representative

Signature of BIDDER's
Authorized Representative

(Please Print or Type Name)

Title of BIDDER's
Authorized Representative (Please

Date

(Print or Type Title)

Contractor

**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.

Signature of Contractor

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.

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)

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

(\$ _____)

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 **5.00%** 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: _____

PRIME CONTRACTORS DBE AND SUBCONTRACTOR COMMITMENT

Date of this Report _____ Airport Name: _____ F : Select

Prime Contractor Name: _____ Is this firm a certified DBE es No

AIP # (#s) Associated with this contract _____

Prime Contract Amount: _____ Total Committed to DBEs: _____ DBE Goal _____ Date Work Began: _____

If this firm is a DBE, what is the DBE classification Select Other (specify): _____

Preparer's Name _____ Email Address: _____ Telephone No.: _____

ALL SUBCONTRACTORS DBE AND NON-DBE WORK AWARDED OR COMMITTED			
Name of Subcontractor	DBE (Check <input type="checkbox"/>)	Type of work to be performed	Amount Awarded/Committed
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

PLEASE ATTACH SEPARATE SHEET WITH CONTACT INFORMATION FOR ALL SUBS

PRIME CONTRACTORS MONTHLY DBE AND SUBCONTRACTOR REPORT

Date of this Report: _____ For Month: _____ Airport Name: _____

Prime Contractor Name: _____ AIP # (#s) Associated with this contract _____

Preparer's Name _____ Email Address: _____ Telephone No.: _____

DOLLARS PAID TO

Indicate if all work is complete and all dollars have been paid to prime & all subs by inserting <i>Complete below.</i>	Previous Amount Received	Amount Received This Report	DESCRIPTION OF WORK PERFORMED IF DBE	RETURN TO PASSERO ASSOCIATES Via email to: SPRICE@PASSERO.COM
		\$		

DOLLARS PAID TO **DBE** SUBCONTRACTORS (Add extra sheet if necessary)

SUBCONTRACTOR NAME	ORIGINAL DBE CONTRACT/ DBE COMMITMENT AMOUNT	DESCRIPTION OF WORK PERFORMED OR IF SUPPLIER MATERIALS SUPPLIED	PREVIOUS PA MENTS	PA MENTS THIS REPORT

DOLLARS PAID TO **NON-DBE** SUBCONTRACTORS (Add extra sheet if necessary)

SUBCONTRACTOR NAME	CONTRACT AMOUNT	DESCRIPTION OF WORK	PREVIOUS PA MENTS	PA MENTS THIS

**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
BUILDINGS AND SITE DEMOLITION
MIDDLE GEORGIA REGIONAL AIRPORT
MACON, GEORGIA**

- | | YES |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Read and Understands Advertisement for Bid and Requirements | <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
Voluntary 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: BUILDINGS AND SITE DEMOLITION MIDDLE GEORGIA REGIONAL AIRPORT, MACON, GEORGIA and Passero Associates, LLC Project No. 20202946.0010

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 90 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: \$500.00 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:

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 Oblige, 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. 20202946.0010.**

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 _____, 20__.

(Principal) (SEAL)

BY: _____

(Surety) (SEAL)

BY: _____

Power of Attorney is attached.

SAMPLE

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. 20202946.0010** 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 the **specified contract 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 _____, 20__.

(Principal) (SEAL)

BY: _____

(Surety) (SEAL)

BY: _____

Power of Attorney is attached.

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

SAMPLE

FAA ADVISORY CIRCULAR

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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

GENERAL PROVISIONS

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General Contract Provisions

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the

Paragraph Number	Term	Definition
		contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident

Paragraph Number	Term	Definition
		<p>Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Macon-Bibb County.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

Paragraph Number	Term	Definition
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

Paragraph Number	Term	Definition
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Refer to the advertisement for bids provided earlier in this document. AFB – 1 – ABF-3.

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

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

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

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

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

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

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. Refer to the advertisement for bids provided earlier in this document. AFB – 1 – ABF-2.

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

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

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

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

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 the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

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

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

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

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

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

a. If the proposal is on a form other than that furnished by the 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 guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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.

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

2 CFR 200.325 provides that for contracts exceeding the Simplified Acquisition Threshold, the Owner should use local bonding policy and requirements provided that the FAA has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the bid guarantee shall be equivalent to 5% of the bid price. It shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

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

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

20-14 Disqualification of bidders. A bidder 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 paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than as stated for the last days for questions on page AFB-2.

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

END OF SECTION 20

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Section 30 Award and Execution of Contract

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

Until the award of a contract is made, the 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 Section 20, paragraph 20-09, *Irregular Proposals*.

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

In addition, until the award of a contract is made, the 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.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **(90) ninety** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

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

30-03 Cancellation of award. The 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 in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the 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 contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

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

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

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

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

END OF SECTION 30

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Section 40 Scope of Work

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

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

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

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

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

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

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

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

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work

covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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

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

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

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

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

Refer to AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport and AC 150/5370-2, Operational Safety on Airports During Construction for applicable standards.

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION 40

Section 50 Control of Work

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

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

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

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

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

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

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

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

any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 List of Special Provisions. None.

50-05 Cooperation of Contractor. The Contractor shall be supplied with two 11x17 hard copies and an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

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

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

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

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

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such

inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

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

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

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

END OF SECTION 50

Section 60 Control of Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

60-05 Engineer/ Resident Project Representative (RPR) field office. Not required.

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

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

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

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

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

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

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

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

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

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

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

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **N/A**

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

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

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

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

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

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

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

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction.

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

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

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

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

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

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

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

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

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

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

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

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

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

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

- **Doug Faour, Aviation Director, 478-262-2541 Direct, dfaour@maconbibb.us**

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

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

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

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

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

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

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

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

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

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

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

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

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

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

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

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

70-21 Insurance Requirements. The insurance requirements for commercial general and umbrella liability; commercial auto and umbrella liability; worker's compensation; property; and/or other types of coverage required by the project are included in the Instruction to Bidders section of the contract documents.

END OF SECTION 70

Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least **35** percent of the total contract cost.

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

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

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

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

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

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least **24 hours** in advance of resuming operations.

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

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

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

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

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

1. All runways – No access allowed
2. All taxiways – No access allowed.

See consultation phasing plan for limits of work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract. Liquidated damage will be \$500.00/calendar day.

Refer to Advertisement for Bidders AFB-1 for maximum construction time allowed. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

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

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

- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

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

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

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

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

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

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

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

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

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

END OF SECTION 80

Section 90 Measurement and Payment

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

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

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

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

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

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p>

Term	Description
	<p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

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

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

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

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

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

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

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

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

Option 3: The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:

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

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

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

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

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

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

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

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

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

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

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

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

90-10 Construction warranty.

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

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

**ITEM C-102 TEMPORARY AIR AND WATER POLLUTION,
SOIL EROSION, AND SILTATION CONTROL**

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP), AC 150/5370-2, *Operational Safety on Airports During Construction*, and the latest edition of the *Manual For Erosion And Sediment Control In Georgia*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable

construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be

performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled, and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

102-3.5 Materials. Materials used in Construction of Erosion Control shall be governed by applicable technical section and details shown on the Plans. Concrete shall be in accordance with P-610.

METHOD OF MEASUREMENT

Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will not be measured as individual items.

BASIS OF PAYMENT

102-5.1 Completed and accepted work will not be paid for as individual items. Payment will be a lump sum amount for the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33

Hazardous Wildlife Attractants on or Near Airports

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

ITEM P-152: EXCAVATION, SUBGRADE, AND EMBANKMENT

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

- A. Borrow excavation.** Borrow excavation shall consist of approved material required for the construction of embankments or for other portions of the work in excess of the quantity of usable material available from required excavations. Borrow material shall be obtained from areas outside the airport boundaries.
- B. Unsuitable excavation.** Unsuitable material shall be disposed in designated waste areas located off the airport. Materials containing vegetable or organic matter, such as muck, peat, organic silt, or sod shall be considered unsuitable for use in embankment construction. Material suitable for topsoil may be used on the embankment slope when approved by the RPR.

CONSTRUCTION METHODS

152-2.1 General. The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches (100 mm), to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches (100 mm) in their greatest dimension will not be permitted in the top 6 inches (150 mm) of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all

damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained the survey notes of the elevations and measurements of the ground surface from the Contractor. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate or agree to any adjustments made to the original ground lines.

Existing grades on the design cross sections or DTM's, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, Contractor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. Contractor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the DTM's. Contractor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Contractor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot (30 mm) of the stated elevations for ground surfaces, or within 0.04 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Contractor's verification identifies discrepancies in the topographic map, Contractor shall notify the RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or DTM's. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from (offsite) borrow areas.

a. Selective grading. When selective grading is indicated on the plans, the more suitable material designated by the RPR shall be used in constructing the embankment or in capping the pavement subgrade. If, at the time of excavation, it is not possible to place this material in its final location, it shall be stockpiled in approved areas until it can be placed. The more suitable material shall then be placed and compacted as specified. Selective grading shall be considered

March 1, 2024

incidental to the work involved. The cost of stockpiling and placing the material shall be included in the various pay items of work involved.

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for safety areas, subgrades, roads, shoulders, or any areas intended for turf shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by the RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off the airport. The cost is incidental to this item. This excavated material shall be paid for at the contract unit price per cubic yard. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material. Any pockets created in the rock surface shall be drained in accordance with the details shown on the plans. Undercutting will be paid as unclassified excavation.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by the RPR. All over-break shall be graded or removed by the Contractor and disposed of as directed by the RPR. The RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that the RPR determines as avoidable. Unavoidable over-break will be classified as “Unclassified Excavation.”

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. A borrow source exists adjacent to the airport property. The Contractor shall notify the RPR at least 15 days prior to beginning the excavation so necessary measurements and tests can be made by the RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Drainage excavation shall consist of excavating drainage ditches including intercepting, inlet, or outlet ditches; or other types as shown on the plans. The work shall be performed in sequence with the other construction. Ditches shall be constructed prior to starting adjacent excavation operations. All satisfactory material shall be placed in embankment fills; unsuitable material shall be placed in designated waste areas or as directed by the RPR. All necessary work shall be performed true to final line, elevation, and cross-section. The Contractor shall maintain ditches constructed on the project to the required cross-section and shall keep them free of debris or obstructions until the project is accepted.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 2 inches of subgrade shall be compacted to not less than 100 % of maximum density for non-cohesive soils, and 95% of

March 1, 2024

maximum density for cohesive soils. As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. The cleared surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches (150 mm) and shall then be compacted per paragraph 152-2.10.

Sloped surfaces steeper than one (1) vertical to four (4) horizontal shall be plowed, stepped, benched, or broken up so that the fill material will bond with the existing material. When the subgrade is part fill and part excavation or natural ground, the excavated or natural ground portion shall be scarified to a depth of 12 inches (300 mm) and compacted as specified for the adjacent fill.

No direct payment shall be made for the work performed under this section. The necessary clearing and grubbing and the quantity of excavation removed will be paid for under the respective items of work.

152-2.7 Control Strip. Not Required.

152-2.8 Formation of embankments. The material shall be constructed in lifts as established in the control strip, but not less than 6 inches (150 mm) nor more than 12 inches (300 mm) of compacted thickness.

When more than one lift is required to establish the layer thickness shown on the plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. The Contractor shall rework, re-compact and retest any material placed which does not meet the specifications.

The lifts shall be placed to produce a soil structure as shown on the typical cross-section or as directed by the RPR. Materials such as brush, hedge, roots, stumps, grass and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. The Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

The material in each lift shall be within $\pm 2\%$ of optimum moisture content before rolling to obtain the prescribed compaction. The material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

The Contractor shall make the necessary corrections and adjustments in methods, materials or moisture content to achieve the specified embankment density.

The contractor will take samples of excavated materials which will be used in embankment for testing and develop a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D698. A new Proctor shall be developed for each soil type based on visual classification.

March 1, 2024

Density tests will be taken by the contractor for every 3,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by the RPR.

If the material has greater than 30% retained on the 3/4-inch (19.0 mm) sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils. On all areas outside of the pavement areas, no compaction will be required on the top 4 inches which shall be prepared for a seedbed in accordance with Item T-901.

The in-place field density shall be determined in accordance with ASTM D1556. The Contractor's laboratory shall perform all density tests in the RPR's presence and provide the test results upon completion to the RPR for acceptance. If the specified density is not attained, the area represented by the test or as designated by the RPR shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, the Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

When rock, concrete pavement, asphalt pavement, and other embankment material are excavated at approximately the same time as the subgrade, the material shall be incorporated into the outer portion of the embankment and the subgrade material shall be incorporated under the future paved areas. Stones, fragmentary rock, and recycled pavement larger than 4 inches (100 mm) in their greatest dimensions will not be allowed in the top 12 inches (300 mm) of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by the RPR and the finer material shall be used to fill the voids forming a dense, compact mass. Rock, cement concrete pavement, asphalt pavement, and other embankment material shall not be disposed of except at places and in the manner designated on the plans or by the RPR.

When the excavated material consists predominantly of rock fragments of such size that the material cannot be placed in lifts of the prescribed thickness without crushing, pulverizing or further breaking down the pieces, such material may be placed in the embankment as directed in lifts not exceeding 2 feet (60 cm) in thickness. Each lift shall be leveled and smoothed with suitable equipment by distribution of spalls and finer fragments of rock. The lift shall not be constructed above an elevation 4 feet (1.2 m) below the finished subgrade.

There will be no separate measurement of payment for compacted embankment. All costs incidental to placing in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of embankments will be included in the contract price for excavation, borrow, or other items.

152-2.9 Proof rolling. The purpose of proof rolling the subgrade is to identify any weak areas in the subgrade and not for compaction of the subgrade. Before start of embankment, and After

March 1, 2024

compaction is completed, the subgrade area shall be proof rolled with a 20 ton Tandem axle Dual Wheel Dump Truck loaded to the legal limit with tires inflated to 80/100/150 psi in the presence of the RPR. Apply a coverage as specified by the RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1 inch (25 mm) or show permanent deformation greater than 1 inch (25 mm) shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these specifications. Removal and replacement of soft areas is incidental to this item.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 12 inches and to a density of not less than 100 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 12 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within $\pm 2\%$ of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the $\frac{3}{4}$ inch (19.0 mm) sieve, follow the methods in ASTM D698

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this contract. The gage shall be field standardized daily.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the plans or as directed by the RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

March 1, 2024

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, the surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking the required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches (75 mm), reshaped and re-compacted to grade until the required smoothness and accuracy are obtained and approved by the RPR. The Contractor shall perform all final smoothness and grade checks in the presence of the RPR. Any deviation in surface tolerances shall be corrected by the Contractor at the Contractor's expense.

- a. Smoothness.** The finished surface shall not vary more than +/- 1/2 inch (12 mm) when tested with a 12-foot (3.7-m) straightedge applied parallel with and at right angles to the centerline. The straightedge shall be moved continuously forward at half the length of the 12-foot (3.7-m) straightedge for the full length of each line on a 50-foot (15-m) grid.
- b. Grade.** The grade and crown shall be measured on a 50-foot (15-m) grid and shall be within +/-0.05 feet (15 mm) of the specified grade.

On safety areas, turfed areas and other designated areas within the grading limits where no subbase or base is to be placed, grade shall not vary more than 0.10 feet (30 mm) from specified grade. Any deviation in excess of this amount shall be corrected by loosening, adding or removing materials, and reshaping.

152-2.14 Topsoil. When topsoil is specified or required as shown on the plans or under Item T-905, it shall be salvaged from stripping or other grading operations. The topsoil shall meet the requirements of Item T-905. If, at the time of excavation or stripping, the topsoil cannot be placed in its final section of finished construction, the material shall be stockpiled at approved locations. Stockpiles shall be located as shown on the plans and the approved CSPP, and shall not be placed on areas that subsequently will require any excavation or embankment fill. If, in the judgment of the RPR, it is practical to place the salvaged topsoil at the time of excavation or stripping, the material shall be placed in its final position without stockpiling or further re-handling.

Upon completion of grading operations, stockpiled topsoil shall be handled and placed as shown on the plans and as required in Item T-905. Topsoil shall be paid for as provided in Item T-905. No direct payment will be made for topsoil under Item P-152.

152-2.14 As-Constructed Survey. Not Required.

METHOD OF MEASUREMENT

152-3.0 Required excavation and embankment work will be performed as scheduled or directed by the RPR. Completed and accepted work will not be measured as individual items.

BASIS OF PAYMENT

152-4.1 Completed and accepted work will not be paid for as individual items. Payment will be a lump sum amount for the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180 Standard Method of Test for Moisture-Density Relations of Soils
Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics
of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³))

ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place
by the Sand-Cone Method

ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics
of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2700 kN-m/m³))

ASTM D6938 Standard Test Methods for In-Place Density and Water Content of
Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2 Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66 Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

ITEM F-162 CHAIN-LINK FENCE

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by the RPR.

MATERIALS

162-2.1 Fabric. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM A392, Class 2.

162-2.2 Barbed wire. Barbed wire shall be 2-strand 12-1/2-gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3, Chain Link Fence Grade.

162-2.3 Posts, rails, and braces. Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

The following are acceptable minimum dimensions (in accordance with Federal Specification RR-F-191/3D Table I through VI) for posts, rails and braces:

<u>Description:</u>	<u>Steel Pipe Dimension</u>
Top Rails and Braces	1 5/8" O.D.
Line Posts	2 1/2" O.D.
Terminal, Corner and Intermediate Posts	3" O.D.
Bollards	6" O.D.

162-2.4 Gates. Not required.

162-2.5 Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with galvanized steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm. Truss Rods shall be galvanized 3/8" and stretcher bars shall be galvanized 1/4" x 3/4".

162-2.7 Concrete. Concrete shall have a minimum 28-day compressive strength of 3,000 psi (2670 kPa). High Early Strength concrete of a commercial grade structural concrete with a minimum 28-day compressive strength of 5,000 psi may also be used.

March 1, 2024

162-2.8 Marking. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

162-2.9 Signs and Sign Posts. Signs shall be of the dimensions and with the text as shown on the Plans. Signs shall be aluminum, Type A, retro-reflective, in conformance with Section 828 of the Mass Highway Standard Specifications for Highways and Bridges. Signs shall be .080" thick and shall have reflective sheeting in compliance with AASHTO-M268.

Fasteners for all signs shall be stainless steel. All signs shall be mounted to fence fabric.

162-2.9 Swing Gate. Not required.

162-2.10 Padlocks And Chains. Not required.

162-2.11 Shop Drawings and Certifications. The Contractor shall submit manufacturer's Shop Drawings and Certification of Compliance on the following: all fence components, fabric, posts, rails, wire ties, and signs. A Certification of Compliance shall be submitted on the concrete.

CONSTRUCTION METHODS

162-3.1 General. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The Contractor shall layout the fence line based on the plans and coordinate with the RPR prior to the start of fence installation. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m). The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

162-3.2 Clearing fence line. Not required.

162-3.3 Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

March 1, 2024

162-3.4 Installing top rails. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.5 Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.6 Installing fabric. The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch (25 mm) or more than 3 inches (75 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

162-3.7 Electrical grounds. Electrical grounds shall be constructed at 500 feet (150 m) intervals. The ground shall be accomplished with a copper clad rod 8 feet (2.4 m) long and a minimum of 5/8 inches (16 mm) in diameter driven vertically until the top is 6 inches (150 mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. The Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, Paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

162-3.7 Electrical Grounds. Electrical grounds shall be constructed at five hundred foot (500') intervals. The ground shall be accomplished with a copper clad rod eight feet (8') long and a minimum of 5/8 inch in diameter driven vertically until the top is six inches (6') below the ground surface. A no. six (6) solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.8 Installing Gates. Not required.

162-3.9 Installing Signs. "No Trespassing" signs on fence sections shall be attached securely to the fence fabric using tamper-resistant bolts or metallic clips at a height of five feet (5') to the center of the sign. One (1) sign shall be attached to exterior of each new gate or as directed on the Plans. A sign shall be attached five feet (5') from the beginning and five feet (5') from the end of each continuous run of fence. Additional signs shall be attached to each continuous run of fence such that the signs are no more than 500 feet apart measured along the fence line.

162-3.10 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 Chain-link fence work required will be performed as scheduled or directed by the RPR. Completed and accepted work will not be measured as individual items.

BASIS OF PAYMENT

162-5.1 Completed and accepted work will not be paid for as individual items. Payment will be a lump sum amount for the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A824	Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/3 Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)

FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019 Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

FAA Orders

5300.38 AIP Handbook

March 1, 2024

ITEM T-901: SEEDING

DESCRIPTION

901-1.1 This item shall consist of soil preparation, seeding the areas shown on the plans or as directed by the RPR in accordance with these specifications.

MATERIALS

901-2.1 Seed. The species and application rates of grass, legume, and cover-crop seed furnished shall be those stipulated herein. Seed shall conform to the requirements of Federal Specification JJJ-S-181, Federal Specification, Seeds, Agricultural.

Seed shall be furnished separately or in mixtures in standard containers labeled in conformance with the Agricultural Marketing Service (AMS) Seed Act and applicable state seed laws with the seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the RPR duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within six (6) months of date of delivery. This statement shall include: name and address of laboratory, date of test, lot number for each kind of seed, and the results of tests as to name, percentages of purity and of germination, and percentage of weed content for each kind of seed furnished, and, in case of a mixture, the proportions of each kind of seed. Wet, moldy, or otherwise damaged seed will be rejected.

901-2.2 Lime. Not required.

901-2.3 Fertilizer. Not required.

901-2.4 Soil for repairs. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

901-3.1 Advance preparation and cleanup. After grading of areas has been completed and before applying fertilizer and ground limestone, areas to be seeded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris that might interfere with sowing of seed, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes has occurred after the completion of grading and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage include filling gullies, smoothing irregularities, and repairing other incidental damage.

An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5 inches (125 mm) as a result of grading operations and, if immediately prior to seeding, the top 3 inches (75 mm) of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter, and if shaped to the required grade.

When the area to be seeded is sparsely sodded, weedy, barren and unworked, or packed and hard, any grass and weeds shall first be cut or otherwise satisfactorily disposed of, and the soil then scarified or

March 1, 2024

otherwise loosened to a depth not less than 5 inches (125 mm). Clods shall be broken and the top 3 inches (75 mm) of soil shall be worked into a satisfactory seedbed by discing, or by use of cultipackers, rollers, drags, harrows, or other appropriate means.

901-3.2 Dry application method.

a. Liming. Not required.

b. Fertilizing. Not required.

c. Seeding. Grass seed shall be sown at the rate specified in paragraph 901-2.1 immediately after fertilizing. The fertilizer and seed shall be raked within the depth range stated in the special provisions. Seeds of legumes, either alone or in mixtures, shall be inoculated before mixing or sowing, in accordance with the instructions of the manufacturer of the inoculant. When seeding is required at other than the seasons shown on the plans or in the special provisions, a cover crop shall be sown by the same methods required for grass and legume seeding.

d. Rolling. After the seed has been properly covered, the seedbed shall be immediately compacted by means of an approved lawn roller, weighing 40 to 65 pounds per foot (60 to 97 kg per meter) of width for clay soil (or any soil having a tendency to pack), and weighing 150 to 200 pounds per foot (223 to 298 kg per meter) of width for sandy or light soils.

901-3.3 Wet application method.

a. General. The Contractor may elect to apply seed and fertilizer (and lime, if required) by spraying them on the previously prepared seedbed in the form of an aqueous mixture and by using the methods and equipment described herein. The rates of application shall be as specified in the special provisions.

b. Spraying equipment. The spraying equipment shall have a container or water tank equipped with a liquid level gauge calibrated to read in increments not larger than 50 gallons (190 liters) over the entire range of the tank capacity, mounted so as to be visible to the nozzle operator. The container or tank shall also be equipped with a mechanical power-driven agitator capable of keeping all the solids in the mixture in complete suspension at all times until used.

The unit shall also be equipped with a pressure pump capable of delivering 100 gallons (380 liters) per minute at a pressure of 100 lb / sq inches (690 kPa). The pump shall be mounted in a line that will recirculate the mixture through the tank whenever it is not being sprayed from the nozzle. All pump passages and pipe lines shall be capable of providing clearance for 5/8 inch (16 mm) solids. The power unit for the pump and agitator shall have controls mounted so as to be accessible to the nozzle operator. There shall be an indicating pressure gauge connected and mounted immediately at the back of the nozzle.

The nozzle pipe shall be mounted on an elevated supporting stand in such a manner that it can be rotated through 360 degrees horizontally and inclined vertically from at least 20 degrees below to at least 60 degrees above the horizontal. There shall be a quick-acting, three-way control valve connecting the recirculating line to the nozzle pipe and mounted so that the nozzle operator can control and regulate the amount of flow of mixture delivered to the nozzle. At least three different types of nozzles shall be supplied so that mixtures may be properly sprayed over distance varying from 20 to 100 feet (6 to 30 m). One shall be a close-range ribbon nozzle, one a medium-range ribbon nozzle, and one a long-range jet nozzle. For case of removal and cleaning, all nozzles shall be connected to the nozzle pipe by means of quick-release couplings.

In order to reach areas inaccessible to the regular equipment, an extension hose at least 50 feet (15 m) in length shall be provided to which the nozzles may be connected.

March 1, 2024

c. Mixtures. Lime, if required, shall be applied separately, in the quantity specified, prior to the fertilizing and seeding operations. Not more than 220 pounds (100 kg) of lime shall be added to and mixed with each 100 gallons (380 liters) of water. Seed and fertilizer shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds (100 kg) of these combined solids shall be added to and mixed with each 100 gallons (380 liters) of water.

All water used shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life. The Contractor shall identify to the RPR all sources of water at least two (2) weeks prior to use. The RPR may take samples of the water at the source or from the tank at any time and have a laboratory test the samples for chemical and saline content. The Contractor shall not use any water from any source that is disapproved by the RPR following such tests.

All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed. All such mixtures shall be used within two (2) hours from the time they were mixed or they shall be wasted and disposed of at approved locations.

d. Spraying. Lime, if required, shall be sprayed only upon previously prepared seedbeds. After the applied lime mixture has dried, the lime shall be worked into the top 3 inches (75 mm), after which the seedbed shall again be properly graded and dressed to a smooth finish.

Mixtures of seed and fertilizer shall only be sprayed upon previously prepared seedbeds on which the lime, if required, shall already have been worked in. The mixtures shall be applied by means of a high-pressure spray that shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

Particular care shall be exercised to ensure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas. Proper predetermined quantities of the mixture in accordance with specifications shall be used to cover specified sections of known area.

Checks on the rate and uniformity of application may be made by observing the degree of wetting of the ground or by distributing test sheets of paper or pans over the area at intervals and observing the quantity of material deposited thereon.

On surfaces that are to be mulched as indicated by the plans or designated by the RPR, seed and fertilizer applied by the spray method need not be raked into the soil or rolled. However, on surfaces on which mulch is not to be used, the raking and rolling operations will be required after the soil has dried.

901-3.4 Maintenance of seeded areas. The Contractor shall protect seeded areas against traffic or other use by warning signs or barricades, as approved by the RPR. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading and reseeding as directed. The Contractor shall mow, water as directed, and otherwise maintain seeded areas in a satisfactory condition until final inspection and acceptance of the work.

When either the dry or wet application method outlined above is used for work done out of season, it will be required that the Contractor establish a good stand of grass of uniform color and density to the satisfaction of the RPR. A grass stand shall be considered adequate when bare spots are one square foot (0.01 sq m) or less, randomly dispersed, and do not exceed 3% of the area seeded.

METHOD OF MEASUREMENT

901-4.1 Required seeding work will be performed as scheduled or directed by the RPR. Completed and accepted work will not be measured as individual items.

BASIS OF PAYMENT

901-5.1 Completed and accepted work will not be paid for as individual items. Payment will be a lump sum amount for the project.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Federal Specifications (FED SPEC)

FED SPEC JJJ-S-181, Federal Specification, Seeds, Agricultural

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-901

**SECTION 003100
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders and will be part of Contract Documents, as follows:
- B. Site and Utility Survey: Entitled Topographical Survey, dated 07/06/2023, Wellston Associates Land Surveyors Project No.: 1383-001.
- C. Geotechnical Engineering Report: Entitled New Corporate GA Terminal, dated April 18, 2023, Terracon Project No.: HN225215.
 - 1. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
 - 2. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in Contract Documents.
- D. Report of Geophysical Exploration: Entitled New Georgia Corporate Terminal, dated October 3, 2023, Terracon Project No.: HN225215.
- E. Hazardous Materials Survey Report: Entitled Terminal Building (Lowe Aviation), aka: FBO Building (HighNote Aviation), dated June 27, 2023, Terracon Project No.: HN225215.
- F. Hazardous Materials Survey Report: Entitled Terminal Building (Avionics Building), aka: Aviance Building, dated June 27, 2023, Terracon Project No.: HN225215.
- G. Construction Safety and Phasing Plan Narrative Report: Entitled FBO Terminal Building Construction, dated October, 2023, Passero Associates Project No.: 20202946.0010.
- H. Electrical Infrastructure Existing Conditions Exhibits: Entitled New FBO Terminal Building Project, dated January 30, 2024, Anderson Airfield Consulting Project No.: 6.0010.
- I. FBO Building Construction Drawings: Entitled New Office & Operations Building for Lowe Aviation Inc., dated 02/20/1979, Wolf & Associates Project No.: NA.

PART 2 PRODUCTS NOT USED

PART 3 EXECUTION NOT USED

3.01 OBTAINMENT OF PERMITS

- A. Contractor to obtain the following required permits, at no cost to Owner:
 - 1. Demolition Permit for all trades.
- B. Building Permit Procedures: When required to obtain this permit:
 - 1. Complete and file permit application(s) with appropriate agency.
 - a. Submit application within five days of the Notice to Proceed.
 - 2. Pay required fees.
 - 3. Advise Architect if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.
 - 4. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION

**SECTION 011000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Buildings and Site Demolition
- B. Owner's Name: Macon-Bibb County and Macon-Bibb Aviation Department.
- C. Architect's Name: Christopher Nardone, Passero Associates, LLC.
- D. The Project consists of the demolition of the Fixed Base Operator (FBO) Building attached to WWII Hangar (west) and the Aviance Building including site demolition to include but not limited to; removing asphalt paving, concrete areas, landscaping, utilities and fencing with gate; WWII Hangar West facade rehab; earthwork and seeding. The FAA Air-Traffic Control Building, Electric Vault Building and Lean-to Office attached to WWII Hangar (east) to remain. The demolition of buildings and site as required to prepare project site for development of new Corporate Terminal building including installation security fencing prior to starting demolition.

1.02 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 024100.
- B. Scope of alterations work is indicated on drawings.
- C. Renovate the following exterior facade, complete finishes:
 - 1. WWII Hangar West refurbish Windows.
 - 2. WWII Hangar West reinstall existing FBO metal Doors.
 - 3. WWII Hangar West reinstall existing metal Downspout.
 - 4. WWII Hangar West install metal Gutter.
- D. Refinish all surface areas of the following, as specified:
 - 1. WWII Hangar West Metal Wall Panels.
 - 2. WWII Hangar West Metal Windows.
 - 3. WWII Hangar West Metal Doors and Frames.
- E. Owner will remove the following items before start of work:
 - 1. As indicated on drawings.
- F. Contractor is required to remove and deliver the following to Owner prior to start of work:
 - 1. As indicated on drawings.
- G. Contractor is required to remove and store the following prior to start of work, for later reinstallation by Contractor:
 - 1. As indicated on drawings.

1.03 WORK BY OWNER

- A. Existing Building Demolition: Owner will contract for demolition of the existing structure on site and removal of its foundations. The site will be backfilled at the removed foundations and filled to existing grade elevation. Work will be completed on 90 calendar days from the issuance of the Notice-To-Proceed.

1.04 FUTURE WORK

- A. Project is designed for future FBO Corporate Terminal.

1.05 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- B. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.

- B. Arrange use of site to allow:
 - 1. Use of adjacent airport Hangars, Hangar Office Lean-To, Apron and Parking Lot by the public and owner.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy, malodorous, and dusty exterior work to the hours of 8am to 5pm.
- E. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the airport site is unoccupied with at least 7 days notice to owner.
 - 2. Limit shutdown of utility services to 4 hours at a time, arranged at least 24 hours in advance with Owner.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.07 ORK SEQUENCE

- A. Construct Work in stages during the construction period:
 - 1. Stage 1: Installation of Security Fencing.
- B. Coordinate construction schedule and operations with Architect.

PART 2 PRODUCTS - NOT USED

END OF SECTION

**SECTION 013000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Progress photographs.
- F. Requests for Interpretation (RFI) procedures.
- G. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Applications for payment and change order requests.
 - 5. Progress schedules.
 - 6. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 7. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award for both the Preconstruction Meeting and Site Mobilization Meeting to be at the same time.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of subcontractors, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

- A. Schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:

1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Security and housekeeping procedures.
 5. Schedules.
 6. Application for payment procedures.
 7. Procedures for maintaining record documents.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum as required intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, participants, and those affected by decisions made.

3.04 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. In addition to periodic, recurring views, take photographs of each of the following events:
1. Completion of site clearing.
 2. Excavations in progress.
- D. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.

2. Consult with Architect for instructions on views required.
 3. Provide factual presentation.
 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: Via email.
 2. File Naming: Include project identification, date and time of view, and view identification.
 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

3.05 REQUESTS FOR INTERPRETATION RFI

- A. Definition: A request seeking one of the following:
1. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
 2. Prepare in a format and with content acceptable to Owner.
- C. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

3.06 SUBMITTALS FOR REVIE

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

3.07 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Certificates.
 3. Test reports.
 4. Manufacturer's instructions.
 5. Manufacturer's field reports.

6. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.0 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Final Correction Punch List for Substantial Completion.

B. Submit for Owner's benefit during and after project completion.

3.09 SUBMITTAL REVIEW

A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.

B. Submittals for Information: Architect will acknowledge receipt, but will take no other action.

C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

END OF SECTION

**SECTION 013553
SECURITY PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including miscellaneous restrictions.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: use of premises and occupancy.
- B. Section 015000 - Temporary Facilities and Controls: barriers and enclosures and security fence.

1.03 RESTRICTIONS

- A. No work shall be started on the airport property without notifying Airport Operations department.
- B. Contact for Andrew Ashburn, ASC - Airport Operations Manager; Office: 478-219-1145 or Mobile: 478-258-4746.
- C. No work can be performed on the security fence without Airport Operations being present at all times while workers are present on the Airside Restricted Areas of the airport.
- D. Existing security fence must remain and no demolition work shall start until security fence is completely install and approved by airport security.
- E. The WWII Hangar West interior is an Airside Restricted Area and must be secured at all times.
- F. Access into WWII Hangar West from the two personnel doors must be secured at all times.
- G. Provide temporary secured sealed openings if required between the time it may take to remove two personnel doors and reinstallation according to 5/AD-103.
- H. Airport Operations must be present at all times when work is being performed on the two personnel access openings leading into the WWII Hangar West.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 015000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, fencing, and security fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS

- A. Section 013553 - Security Procedures
- B. Section 015100 - Temporary Utilities.

1.03 TEMPORARY UTILITIES - SEE SECTION 015100

- A. Owner will provide the following:
 - 1. Electrical power, consisting of connection to existing facilities.
- B. Provide and pay for all electrical power required for construction purposes.
- C. Existing facilities may not be used.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.06 SECURITY FENCING

- A. Construction: Commercial grade chain link fence.
- B. Prior to start of demolition provide 6 foot high chain link security fence including an additional 1 foot high for 3 rows of barb wire as per sheets AD-100 and C-100.

1.07 SECURITY - SEE SECTION 013553

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.0 VEHICULAR ACCESS AND PARKING

- A. Provide and maintain access to fire hydrants on Airside apron areas, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Existing parking areas may be used for construction parking.

1.09 ASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- E. Contractor is responsible to controlling all Foreign Object Debris (FOD) from entering the Airside restricted areas.
- F. The contractor must notify Airport Operations Department immediately if FOD has accidentally entered Airside Restricted Areas to get a secured escort prior to entering Airside to recover the FOD.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 015100
TEMPORARY UTILITIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity and water.

1.02 RELATED REQUIREMENTS

- A. Section 015000 - Temporary Facilities and Controls:
 - 1. Temporary sanitary facilities required by law.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

1.04 TEMPORARY ELECTRICITY

- A. Cost: By Owner.
- B. Connect to Owner's existing power service.
 - 1. Do not disrupt Owner's need for continuous service.
 - 2. Exercise measures to conserve energy.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- D. Provide main service disconnect and over-current protection at convenient location .
- E. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.05 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Contractor.
- B. Connect to existing water source.
 - 1. Exercise measures to conserve water.
 - 2. Provide separate metering and reimburse Water Company for cost of water used.
 - 3. Provide documentation indicating reimbursement was provided with close-out documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 011000 - Summary: Limitations on working in existing building; identification of salvaged and relocated materials.
- B. Section 013000 - Administrative Requirements: Submittals procedures.
- C. Section 015000 - Temporary Facilities and Controls:
- D. Section 015100 - Temporary Utilities:
- E. Section 024100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- F. Section 028400 - Polychlorinate Biphenyl (PCB) Remediation: Removal of equipment containing substances regulated under the Federal Toxic Substances Control Act (TSCA), including but not limited to PCB- and mercury-containing equipment.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.05 PRO ECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over

adjacent property.

1. All Foreign Object debris (FOD) must be contained from entering the Airside Restricted Areas.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
- G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. Notify affected utility companies and comply with their requirements.
- B. Coordinate completion and clean-up of work of separate sections.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- B. Examine and verify specific conditions described in individual specification sections.
- C. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- D. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

3.04 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.

1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
- C. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
 2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Verify that abandoned services serve only abandoned facilities.
 3. Remove abandoned pipe, ducts, conduits, and equipment ; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Match work that has been cut to adjacent work.
 4. Repair areas adjacent to cuts to required condition.
 5. Repair new work damaged by subsequent work.
 6. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Patching:
 1. Match color, texture, and appearance.

2. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.
- C. All Foreign Object debris (FOD) must be contained from entering the Airside Restricted Areas.

3.07 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces,
- C. Clean debris from gutters and downspouts.
- D. Clean site; sweep paved areas, rake clean landscaped surfaces.
- E. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.0 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- G. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

**SECTION 024100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building demolition and site demolition including the removal of hazardous materials and toxic substances.
- B. Selective demolition of built site elements.
- C. Selective demolition of building elements for alteration purposes.
- D. Abandonment and removal of existing utilities and utility structures.

1.02 RELATED REQUIREMENTS

- A. Section 003100 - Available Project Information: Existing site survey conducted by Owner; information about known hazardous materials, etc.
- B. Section 011000 - Summary:
- C. Section 013553 - Security Procedures
- D. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 017000 - Execution and Closeout Requirements: Project conditions; existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- F. Section 028400 - Polychlorinate Biphenyl (PCB) Remediation: Removal of equipment containing substances regulated under the Federal Toxic Substances Control Act (TSCA), including but not limited to PCB- and mercury-containing equipment.

1.03 DEFINITIONS

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
 - 1. Areas for temporary placement of removed materials.
- C. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
 - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
- D. Demolition firm qualifications.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.06 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Material: See Item: P-152 - Excavation and Embankment.

PART 3 EXECUTION

3.01 DEMOLITION

- A. Remove the entire buildings as indicated on construction documents.
- B. Remove portions of existing buildings in the following sequence:
- C. Remove all paving and curbs within site boundaries.
- D. Within area of demolition, remove foundation walls and footings entirely.
- E. Remove concrete slabs completely on grade within site boundaries.
- F. Remove other items indicated, for salvage and relocation per owner's first right of refusal. See drawings and verify with owner.
- G. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; compact fill As specified in Item: P-152.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with requirements in Section 017000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
- C. Do not begin security fencing until receipt of notification to proceed from Owner.
- D. Do not begin removal until built elements to be salvaged or relocated have been removed.
- E. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- F. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. Hazardous Materials:
 - 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing

- materials, lead, PCBs, and mercury.
- 2. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
- H. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
- I. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

3.03 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 7 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone. Identify and mark, in same manner as other utilities to remain, utilities to be reconnected.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Verify that abandoned services serve only abandoned facilities before removal.
 - 3. Remove abandoned pipe, ducts, conduits, and equipment. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure. Provide shoring and bracing as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch to match new work.

3.05 DEBRIS AND ASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Remove materials not to be reused on site; do not burn or bury.
- C. Leave site in clean condition, ready for subsequent work.

D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 02 400
POLYCHLORINATE BIPHENYL PCB REMEDIATION**

PART 1 GENERAL**1.01 SECTION INCLUDES**

- A. Furnish labor, materials, services, and equipment necessary for complete removal and disposal of the following demolition debris in accordance with federal, state, and local regulations:
 - 1. PCB-containing electrical equipment, including transformers, capacitors, and switches.
 - 2. PCB- and DEHP-containing lighting ballasts.
 - 3. Mercury-containing lamps and tubes, including fluorescent lamps, high intensity discharge (HID), arc lamps, ultra-violet, high pressure sodium, mercury vapor, ignitron tubes, neon, and incandescent.
 - 4. Refer to support documents for Hazardous Materials Survey Reports.
- B. Perform PCB removal and disposal work in accordance with 40 CFR 761 and the requirements specified herein.

1.02 RELATED REQUIREMENTS

- A. Section 017000 - Execution and Closeout Requirements: Other selective demolition procedures.
- B. Section 024100 - Demolition: Demolition of entire buildings including site areas.

1.03 DEFINITIONS

- A. Toxic Substances: PCBs, mercury, and other substances regulated under the U.S. Federal Toxic Substances Control Act (TSCA); substances covered by this specification are identified under SECTION INCLUDES.
- B. Leak: Leak or leaking means any instance of a toxic substance present on any portion of the external surface of an item of equipment or container.
- C. PCBs: PCBs as used in this specification shall mean the same as PCBs, PCB Article, PCB Article Container, PCB Container, PCB Equipment, PCB Item, PCB Transformer, PCB-Contaminated Electrical Equipment, as defined in 40 CFR 761, Section 3, Definitions.
- D. Spill: Spill means both intentional and unintentional spills, leaks, and other uncontrolled discharges when the release results in any quantity of toxic substances running off or about to run off the external surface of an item of equipment or other source, as well as the contamination resulting from those releases.
- E. Universal Waste: Any of the following hazardous wastes that are managed under the universal waste requirements of 40 CFR 273:
 - 1. Batteries as described in Sec. 273.2 of that chapter.
 - 2. Thermostats as described in Sec. 273.4 of that chapter.
 - 3. Lamps as described in Sec. 273.5 of that chapter.

1.04 REFERENCE STANDARDS

- A. 29 CFR 1910.132-138 - Personal Protective Equipment; Current Edition.
- B. 29 CFR 1910.145 - Accident Prevention Signs and Tags; Current Edition.
- C. 29 CFR 1910.1000 - Air Contaminants; Current Edition.
- D. 40 CFR 273 - Standards For Universal Waste Management; current edition.
- E. 40 CFR 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution In Commerce, And Use Prohibitions; current edition.
- F. 49 CFR 178 - Specifications for Packaging; current edition.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures, except that all submittals are to be made to Architect, not to Owner.

- B. Qualifications of Certified Industrial Hygienist: Submit name, address, and telephone number and documentation of certification, including certification number and date of certification or recertification.
- C. Toxic Substances Removal Work Plan.
- D. Disposal Plan.
- E. Worker Training Certification: Submit certificates, prior to the start of work but after the main abatement submittals, signed and dated by the Certified Industrial Hygienist and by each employee stating that the employee has received training; organize by individual worker not by type of certificates.
- F. Notification of start of removal work.
- G. Spill notification and documentation:
 - 1. Certification of Decontamination for PCB Spill.
 - 2. Post-cleanup sampling data, if required.
- H. Transporter and disposal documentation.

1.06 QUALITY ASSURANCE

- A. Notification: Notify Owner 20 days prior to the start of toxic substance removal work.
- B. Reference Documents: At all times maintain one copy each of 29 CFR 1910.1000, 40 CFR 761, and Contractor work practices for removal, storage and disposal of toxic substances, at field office and one copy each in view at project site.
- C. Certified Industrial Hygienist (CIH): Obtain services of an industrial hygienist certified by American Board of Industrial Hygiene to review and approve Toxic Substances Removal Plan, including determination of the need for personnel protective equipment (PPE) in performing toxic substance removal work, and to certify training.
- D. Training: Instruct employees on dangers of exposure to toxic substances present and on respirator use, decontamination, and applicable regulations.
- E. Surveillance Personnel: Surveillance personnel may enter Control Areas for brief periods of time provided they wear disposable polyethylene gloves and disposal polyethylene foot covers, as a minimum. Additional protective equipment may be required if respiratory hazard is involved or if skin contact with PCB is involved.
- F. Toxic Substances Removal Work Plan: Submit a detailed job-specific plan of the work procedures to be used in the removal and containment of toxic substance-containing materials, not to be combined with other hazardous abatement plans.
 - 1. Select removal procedures to minimize contamination of work areas with toxic substances or contaminated debris or waste.
 - 2. Include a sketch showing the location, size, and details of Control Areas.
 - 3. Include location and details of decontamination rooms.
 - 4. Include eating, drinking, smoking and restroom procedures, interface of trades, sequencing of related work, Disposal Plan, respirators, protective equipment, and a detailed description of the method of containment of the operation to ensure that toxic substances are not spread or carried outside of the control area unless properly containerized or controlled.
 - 5. Obtain approval of plan prior to the start of removal work.
- G. Disposal Plan: Within within 30 calendar days submit a Disposal Plan that complies with applicable requirements of federal, state, and local waste regulations.
 - 1. Do not proceed without Owner's approval of plan.
 - 2. Include in Plan:
 - a. Identification of wastes associated with the work.
 - b. Estimated quantities of wastes to be generated and disposed of.
 - c. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes.

- d. Disposal facility location and 24-hour point of contact; furnish two copies of facility's EPA waste permit applications and EPA Identification numbers.
- e. Names and qualifications (experience and training) of personnel who will be working on-site with toxic substances.
- f. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
- g. Spill prevention, containment, and cleanup contingency measures to be implemented.

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Special Clothing (PPE): Work clothes shall consist of personal protective equipment (PPE) as required by 29 CFR 1910.132-138; including, but not limited to, the following:
 1. Disposable coveralls.
 2. Gloves (Disposable rubber gloves may be worn under these).
 3. Disposable foot covers (polyethylene).
 4. Chemical safety goggles.
 5. Half mask cartridge respirator.
- B. Special Clothing for Owner's Personnel Required to Enter Control Areas: Provide PPE same as specified for workers.
- C. PCB Spill Kit: Include the following items, in at least the quantity indicated:
 1. Disposable Gloves (Polyethylene): 6 Pairs.
 2. Gloves With A High Degree Of Impermeability To PCB: 6 Pairs
 3. Disposable Coveralls With Permeation Resistance To PCB: 4 Each.
 4. Chemical Safety Goggles: 2 Each.
 5. Disposable Foot Covers (Polyethylene): 6 Pairs.
 6. PCB Caution Sign: "PCB Spill--Authorized Personnel Only": 2 Each.
 7. Banner Guard Or Equivalent Banner Material: 100 feet (30 m).
 8. Absorbent Material.
 9. Blue Polyethylene Waste Bags: 5 Bags.
 10. Cloth Backed Tape: 5 Each.
 11. Area Access Logs, Blank: 1 Roll.
 12. Brattice Cloth 6 by 6 feet (2 by 2 m): 10 Each.
 13. Rags: 1 Piece.
 14. Ball Point Pens: 20 Each.
 15. Herculite, 4 by 4 feet (1.5 by 1.5 m): 2 Each.
 16. Herculite, 8 by 8 feet (3 by 3 m): 1 Each.
 17. Blank Metal Signs And Grease Pencils.
 18. Waste Containers: 55 gallon (208 Liters): 2 Each.
 19. Drum (May Be Used As Container For Kit): 1 Each.
- D. PCB Caution Labels: Comply with 40 CFR 761, Subpart C.
 1. Affix labels to PCB waste containers and PCB-contaminated items not stored in containers.
 2. Provide label with sufficient print size to be clearly legible, with bold print on contrasting background, displaying the following: "CAUTION: Contains PCBs (Polychlorinated Biphenyls)."
- E. Caution Signs: Comply with 29 CFR 1910.145.
 1. Provide signs at approaches to Control Areas.
 2. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the control area.
- F. Storage Containers for PCBs: Comply with 49 CFR 178.
 1. Liquid PCBs: Department of Transportation (DOT) Specification 17E containers.

2. Non-Liquid PCB Mixtures, Articles, and Equipment: DOT Specification 5, 5B, or 17C containers with removable heads.
- G. Storage Containers for Mercury-Containing Lamps: Appropriate DOT containers (original transport boxes or equivalent).

PART 3 EXECUTION

3.01 PREPARATION

- A. Control Area: Isolate Control Area by physical boundaries to prevent unauthorized entry of personnel; do not permit food, drink, or smoking materials in areas where toxic substances are handled or stored.

3.02 ORK PROCEDURE - PCBs

- A. Permissible Exposure Limits (PEL): PEL for PCBs is 3.1 E-08 pounds per cubic foot (0.5 mg/cu m) on an 8-hour time weighted average basis.
- B. Work Operations: Ensure that work operations and processes involving PCB or PCB-contaminated materials are conducted in accordance with 40 CFR 761 and the applicable requirements of this section, including but not limited to:
 1. Obtaining advance approval of PCB storage sites.
 2. Notifying Owner prior to commencing the operation.
 3. Reporting leaks and spills to Owner.
 4. Cleaning up spills.
 5. Maintaining access log of employees working in Control Area and providing copy to Owner upon completion of the operation.
 6. Inspecting PCB and PCB-contaminated items and waste containers for leaks and forwarding copies of inspection reports to Owner.
 7. Maintaining the specified spill kit.
 8. Maintaining inspection, inventory and spill records.
- C. Perform PCB removal as described in PCB Removal Work Plan; handle PCBs so that no skin contact occurs.
- D. Personnel Protection: Require workers to wear and use PPE, as recommended by the Industrial Hygienist, upon entering PCB control area. If PPE is not required by the CIH, so state in PCB Removal Work Plan.
- E. Footwear: Keep work footwear inside work area until completion of removal operations.
- F. Hazards:
 1. Do not expose PCBs to open flames or other high temperature sources since toxic decomposition by-products may be produced.
 2. Do not heat or handle PCBs to temperatures of 135 degrees F (55 degrees C) or higher without Owner's concurrence.
- G. Package, mark, transport, and dispose of PCBs as required by regulations.
- H. Control Area: Allow only personnel certified as having received specified training into the control area.
- I. No Smoking: Smoking is not permitted within 50 feet (15 m) of control area; provide "No Smoking" signs as directed by Owner.
- J. Confined Spaces: Wherever feasible, do not carry out PCB handling operations in confined spaces having limited means of egress and inadequate cross ventilation.
- K. Exhaust Ventilation: If used, discharge exhaust ventilation for PCB operations to outside and away from personnel.
- L. Solvent Cleaning: Clean contaminated tools, containers, etc., after use by rinsing three times with appropriate solvent or by wiping down three times with solvent wetted rag; suggested solvents are Stoddard solvent and hexane.

- M. Drip Pans: Place drip pans under portable PCB transformers and rectifiers in use or stored for use; provide pans with containment volume of at least one and one-half times internal volume of PCBs that would drain into pan.
- N. Evacuation Procedures: Establish written procedures for evacuation of injured workers; do not delay aid for a seriously injured worker for reasons of decontamination.

3.03 PCB-CONTAINING EQUIPMENT EXCEPT BALLASTS

- A. Draining of Liquid PCB: Drain equipment items of free flowing liquid prior to transportation.
 - 1. Place the drained liquids in specified containers, filled with not more than 50 gallons (190 liters) of oil.
 - 2. Do not mix different concentrations in the same container.
 - 3. Containers must have a 2 inch (50 mm) ullage space from the top of the container.
 - 4. After draining add absorbent material to absorb oil residue remaining.
- B. If equipment cannot be drained, place it in storage container of the type specified.
- C. Markings: Apply specified PCB Caution Labels to containers and drained PCB-contaminated electrical equipment.
 - 1. Apply date drained to transformer using stencil or grease pencil.
 - 2. Containers: Stencil on the following:
 - a. PCB content in parts per million (ppm).
 - b. Date container filled.
 - c. Serial number of transformer liquid came from.

3.04 BALLASTS

- A. As ballasts are removed from lighting fixtures, inspect label on ballast.
 - 1. Ballasts Without "No PCB" Label: Assume to contain PCBs; containerize and dispose of as specified.
 - 2. Ballasts With "No PCB" Label: If there are less than 1600 total to be removed from project, dispose of them as normal demolition debris.
- B. More Than 1600 "No PCB" Labeled Ballasts: Determine whether the "No PCB" labeled ballasts contain diethylhexyl phthalate (DEHP) either by testing or by checking with ballast manufacturer indicated on the label.
 - 1. Submit testing results and/or written confirmation from manufacturer to Owner.
 - 2. If the ballasts do not contain DEHP, dispose of them as normal demolition debris.
 - 3. If they do contain DEHP, dispose of them as as specified for PCBs.
 - 4. As basis of contract assume ballasts with "No PCB" labels do not contain DEHP.
 - 5. If 1600 or more DEHP ballasts are disposed of in a 24 hour period, notify the National Response Team at 800-424-8802.

3.05 MERCURY-CONTAINING LIGHTING LAMPS

- A. Lighting Lamps: Remove lighting tubes/lamps from lighting fixtures and carefully place, unbroken, into containers.
 - 1. In the event a lighting tube/lamp breaks, sweep up pieces and contents and place waste in double plastic taped bags and dispose of as Universal Waste as specified in 40 CFR 273.
- B. Deliver unbroken, boxed, lamps to Owner at location directed.

3.06 PCB SPILL CLEANUP REQUIREMENTS

- A. Immediately report to Owner all PCB spills on the ground or in the water, PCB spills in drip pans, and PCB leaks.
- B. Control Area: Rope off area around edges of PCB leaks and spills and post "PCB Spill Authorized Personnel Only" caution sign. Immediately transfer leaking items to drip pan or other container.
- C. Cleanup: Comply with 40 CFR 761, Subpart G.
 - 1. Initiate cleanup of spills as soon as possible, but no later than 48 hours of its discovery.

2. Require personnel to wear specified PPE, unless determined not required by CIH.
 3. If misting, elevated temperatures, or open flames are present, or if spill is situated in a confined space, notify Owner.
 4. Mop up liquid with rags or other conventional absorbent.
 5. Treat spent absorbent as solid PCB waste.
- D. Records and Certification: Document cleanup with records of decontamination in accordance with 40 CFR 761, Section 125, Requirements for PCB Spill Cleanup; provide certification of decontamination.
- E. Sampling: Perform post cleanup sampling as required by 40 CFR 761, Section 130, Sampling Requirements.
- F. Do not remove boundaries of PCB control area until site is determined satisfactorily clean by Owner.

3.07 TEMPORARY STORAGE PRIOR TO DISPOSAL

- A. Storage Site: Obtain Owner's approval in advance of areas, spaces, rooms, and buildings used to store toxic substances prior to disposal off-site; storage sites must comply with the following criteria without exception:
1. Adequate roof and walls to prevent rainwater from reaching stored toxic substances.
 2. Adequate floor that has continuous curbing with minimum 6 inch (50 mm) high curb, with containment volume equal to at least two times internal volume of largest toxic substance article or container stored therein or 25 percent of total internal volume of all toxic substance containing equipment or containers stored therein, whichever is greater.
 3. No drain valves, floor drains, expansion joints, sewer lines, or other openings that would permit liquids to flow from curbed area.
 4. Floors and curbing constructed of continuous smooth and impervious materials, such as Portland cement, concrete, or steel, to prevent or minimize penetrations of toxic substances.
 5. Not located at a site that is below the 100-year flood water elevation.
 6. Posted with specified Caution Sign.
- B. Store PCBs, PCB articles, and PCB-contaminated items in specified containers.
1. Label waste containers with the following:
 - a. "Solid (or Liquid) Waste Polychlorinated Biphenyls."
 - b. Specified PCB Caution Label.
 - c. Date item was placed in storage and name of generator.
 2. Label PCB articles and PCB-contaminated items with the following:
 - a. Specified PCB Caution Label.
 - b. Date item was placed in storage and name of generator.
- C. Label mercury-containing lamp waste in accordance with 40 CFR 273. Affix labels to all lighting waste containers.

3.0 CLEANING

- A. Clean up and containerize wastes daily.
- B. Maintain surfaces of Control Areas free of accumulations of toxic substances. Restrict spread of dust and debris; keep waste from being distributed over work area.
- C. Do not remove Control Area boundaries or warning signs prior to Owner's approval.
- D. Reclean areas showing residual toxic substances.

3.09 DISPOSAL BY CONTRACTOR

- A. Comply with disposal requirements and procedures specified in 40 CFR 761 ; deliver toxic substance waste to a disposal facility having required permits.
1. Do not accept toxic substance waste unless it is accompanied by a manifest signed by Owner.

2. Before transporting toxic substance waste, sign and date manifest acknowledging acceptance of the waste from Owner.
 3. Return a signed copy to Owner before leaving project site.
 4. Ensure that manifest accompanies waste at all times.
 5. Submit transporter certification of notification to EPA of their toxic substance waste activities.
- B. Payment will not be made until Certificate of Disposal has been furnished to Owner.
- C. Certificate of Disposal: Submit to Owner within 30 days of date that disposal of waste identified on manifest was completed; include on the certificate:
1. The identity of disposal facility, by name, address, and EPA identification number.
 2. The identity of waste affected by Certificate of Disposal including reference to manifest number for the shipment.
 3. Statement certifying the fact of disposal of the identified waste, including date(s) of disposal, and identifying disposal process used.
 4. Certification as defined in 40 CFR 761, Section 3.

END OF SECTION

**SECTION 079200
OINT SEALANTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- C. ASTM C834 - Standard Specification for Latex Sealants; 2017 (Reapproved 2023).
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- G. ASTM C1382 - Standard Test Method for Determining Tensile Adhesion Properties of Sealants when Used in Exterior Insulation and Finishing Systems (EIFS) Joints; 2016 (Reapproved 2023).
- H. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).
- I. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension; 2016 (Reapproved 2021).

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Backing material recommended by sealant manufacturer.
 - 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 5. Substrates the product should not be used on.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- E. Executed warranty.

1.04 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and with at least five years of documented experience.
- D. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.

1. Adhesion Testing: In accordance with ASTM C794.
2. Compatibility Testing: In accordance with ASTM C1087.
3. Allow sufficient time for testing to avoid delaying the work.
4. Deliver sufficient samples to manufacturer for testing.
5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.

1.05 WARRANTY

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants:
 1. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints:
 - a. Seal the following joints:
 - 1) Joints between doors, windows, and other frames or adjacent construction.
 - 2) Minor pits holes in Metal Wall Panels.

2.03 JOINT SEALANTS - GENERAL

2.04 NONSAG JOINT SEALANTS

- A. Type S - Nonstaining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 50 percent, minimum.
 2. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 3. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
 4. Color: Clear.
 5. Cure Type: Single-component, neutral moisture curing.
 6. Service Temperature Range: Minus 20 to 180 degrees F (Minus 29 to 82 degrees C).
 7. Products:
 - a. Sherwin-Williams Company; White Lighting All Purpose Silicone Sealant: www.sherwin-williams.com/#sle.
- B. Type S - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 50 percent, minimum.
 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: Match adjacent finished surfaces.
 4. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).
 5. Products:
 - a. Sherwin-Williams Company; LOXON S1: www.sherwin-williams.com/#sle.
- C. Acrylic Latex Sealant, Water-Based: ASTM C834 Type OP - Opaque and Grade Minus 18 degrees C (0 degrees F); ASTM C920 Class 100/50 for white and colors, and Class 25/25 for clear.
 1. Application Temperature: Within range of 40 to 120 degrees F (4 to 49 degrees C)
 2. Service Temperature Range: From 0 to 160 degrees F (minus 18 to 71 degrees C).
 3. Products:
 - a. Sherwin-Williams Company; Power House Siliconized Acrylic Caulk: www.sherwin-williams.com/#sle.

2.05 ACCESSORIES

- A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION

**SECTION 099113
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Re-Finish exterior metal surfaces exposed to view after the completed demolition and removal of the FBO Building, including relocated metal doors and frames also restored windows, refer to sheet AD-103 .
- D. Do Not Paint or Finish the Following Items:
 - 1. Non-metallic roofing and flashing.
 - 2. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, zinc, and lead.
 - 3. Glass.
 - 4. Gutters and downspouts.

1.02 REFERENCE STANDARDS

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- B. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- C. SSPC-SP 2 - Hand Tool Cleaning; 2018.

1.03 SUBMITTALS

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
- C. Manufacturer's Instructions: Indicate special surface preparation procedures.
- D. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years documented experience.

1.05 MOCK-UPS

- A. See Section 014000 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 4 feet (1.2129 m) long by 4 feet (1.2129 m) wide, illustrating paint color, texture, and finish.
- C. Locate where directed by Architect.
- D. Mock-up may remain as part of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and

instructions for mixing and reducing.

- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; Joy LaChelle Babur, CSI; joy.l.babur@sherwin.com ; (407) 694-7994 ; Email: request info specifications@sherwin.com ; Web: www.swspeccs.com .
- B. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- C. Paints:
 - 1. Sherwin-Williams Company; Macropoxy 646 and Pro Industrial Acrolon 100: www.sherwin-williams.com/#sle.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including Metal panels, windows, doors and frames.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Waterbased Urethane.
 - a. Products:
 - 1) Sherwin-Williams Pro Industrial Waterbased Acrolon 100 gloss, B65-720 Series (4.0-8.0 mils. wet, 1.8-3.6 mils. dry per coat).

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Exterior fast cure Epoxy Primer for Metal.
 - a. Products:
 - 1) Sherwin-Williams Macropoxy 646-100 Fast Cure Epoxy, B58 Series (7.0-13.5 mils. wet, 5.0-10.0 mils. dry per coat).

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Solvent Cleaners - Basis of Design: Simple Green industrial cleaner and degreaser.

PART 3 EXECUTION**3.01 EXAMINATION**

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- H. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and Solvent cleaning according to SSPC-SP1 and Hand Tool Cleaning according to SSPC-SP 2. Protect from corrosion until coated.
- I. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Sand metal surfaces lightly between coats to achieve required finish.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.04 FIELD QUALITY CONTROL

- A. Architect will provide field inspection.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION