

**CONTRACT DOCUMENTS & SPECIFICATIONS
RUNWAY 3-21 OBSTRUCTION REMOVAL
LAGRANGE CALLAWAY AIRPORT (LGC)
BENESCH PROJECT NO: 1926-700001.03**

**PREPARED FOR:
TROUP COUNTY
LAGRANGE, GEORGIA**

ISSUED FOR BID - NOVEMBER 6th, 2025



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PROPOSAL SUBMITTAL CHECKLIST

Airport: LaGrange-Callaway Airport (LGC), LaGrange, Georgia
Project: Runway 3-21 Obstruction Removal
AIP No.: N/A

The “Proposal Submittal Checklist” below is to help identify the documents that need to be completed and/or submitted when submitting a proposal. The itemized list below does not relieve prospective bidders from ensuring compliance with all the bid submittal requirements of the Contract Documents and Specifications.

PROPOSAL SUBMITTAL CHECKLIST

***Note: The entire bound bid booklet shall be submitted. Do NOT detach any of the booklet pages. Any additions added to the booklet (such as bid guaranty, evidence of authority to sign, etc.) should be stapled inside the bid booklet.*

The following items need to be completed and/or submitted by prospective bidders with their proposal unless otherwise stated below.

PROPOSAL FORM (Pages P.1 thru P.9)

- UNIT PRICE AMOUNTS, EXTENSION AMOUNTS, TOTAL BID AMOUNTS** (Pages P.1 thru P.2)
- ADDENDUM ACKNOWLEDGMENT** (Page P.3)
- ADDITIONAL INSURANCE CHARGE AMOUNT** (Page P.3)
- SIGNATURE OF BIDDER** (Attach Evidence Of Authority To Sign, If Required) (Pages P.4, P.5 or P.6)
- BID GUARANTY**
- TENTATIVE LIST OF SUBCONTRACTORS** (Page P.8)

CERTIFICATION SHEET

Professional Civil Engineer, Alfred Benesch & Company, Seal applies to the following:

Article 1: Contract Documents

Article 2: Contract Provisions

Article 4: FAA General Contract Provisions Specifications

Article 5 - Benesch Generated Specifications:

B-101: Tree Removal (Off Airport Property)

Appendix 1 – FAA Standard Specifications:

C-105: Mobilization

Stamp (Professional Civil Engineer)



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ARTICLE 1

CONTRACT DOCUMENTS



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**REQUEST FOR BIDS/INVITATION FOR BIDS
(Newspaper Advertisement)**

**TROUP COUNTY
LAGRANGE-CALLAWAY AIRPORT, LAGRANGE, GEORGIA
Runway 3-21 Obstruction Removal (2025)
AIP Project No: N/A**

Sealed bids will be received by the Owner, the **Troup County Board of Commissioners, LaGrange, Georgia**, at the **Offices of Purchasing Director**, at **100 Ridley Ave, Suite 3100, LaGrange, Georgia, 30240** until **2:00 p.m.** local time, on **November 6th, 2025** and then publicly opened and read aloud in the Commissioners Conference Room, for furnishing all labor, materials and equipment, and performing all work necessary for completing the **Runway 3-21 Obstruction Removal Project**.

In general, the services on which bids are requested will require the following items:

- Tree removal and stump grinding on 14 parcels off LGC airport property. Prospective bidders shall familiarize themselves with specification B-101 for tree removal procedure and requirements.

Copies of the bid documents including technical specifications are on file and may be inspected at the following locations:

- Troup County Board of Commissioners/Purchasing Office, 100 Ridley Ave, Suite 3100, LaGrange, Georgia, 30240, (706) 833-1610
- Alfred Benesch & Company, 600 Peachtree Street NE, Suite 2410, Atlanta, Georgia 30308, (470) 548-7646

Pre-Bid Meeting On-Site:

There will be NO Pre-Bid Meeting for this project.

Contractors shall coordinate with **Troy Anderson, Airport Manager, (706) 616-1553**, for site visit opportunities. The Owner reserves the right, at the time of the site visit, to reject requests to inspect specific areas of the airfield, if it is not conducive to airport operations at the time.

Request for additional information should be sent to rgillham@troupcountyga.gov and AMooney@benesch.com no less than 7 days prior to the bid opening - October 30th by 5:00 p.m. All addenda answering the request for additional information will be posted on the Troup County website www.troupcountyga.org not less than 5 days prior to the bid opening (November 1st). No calls or contact other than email is allowed.

Sealed bids will be received by the Owner, the **Troup County Board of Commissioners, LaGrange, Georgia**, at the **Office of the Purchasing Director**, at **100 Ridley Ave, Suite 3100, LaGrange, Georgia, 30240**, until **2:00 p.m.** local time, on **Thursday, November 6th, 2025** and then publicly opened and read aloud, for furnishing all labor, materials and equipment, and performing all work necessary for completing the **Taxiway Runway 3-21 Obstruction Removal**.

All proposals after 2:00pm local time, November 6, 2025 will not be accepted. The envelope must be clearly marked with the project name.

Troup County reserves the right to accept/reject an or all bids or make any decision deemed to be in the best interest of the county.

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NOTICE TO BIDDERS

TROUP COUNTY
LAGRANGE-CALLAWAY AIRPORT, LAGRANGE, GEORGIA
Runway 3-21 EB91 Obstruction Removal (2025)
AIP Project No: N/A

Sealed bids will be received by the Owner, the **Troup County Board of Commissioners, LaGrange, Georgia**, at the **Office of the Purchasing Director, at 100 Ridley Ave, Suite 3100, LaGrange, Georgia, 30240, until 2:00 p.m.** local time, on **Thursday, November 6th, 2025** and then publicly opened and read aloud, for furnishing all labor, materials and equipment, and performing all work necessary for completing the **Taxiway Runway 3-21 Obstruction Removal**.

Request for additional information should be sent to rgillham@troupcountyga.gov and AMooney@benesch.com no less than 7 days prior to the bid opening - October 30th by 5:00 p.m. All addenda answering the request for additional information will be posted on the Troup County website www.troupcountyga.org not less than 5 days prior to the bid opening (November 1st).

Copies of the bid documents including project drawings and technical specifications are on file and may be inspected at the following locations:

- Troup County Board of Commissioners/Purchasing Director, 100 Ridley Ave, Suite 3100, LaGrange, Georgia, 30240, (706) 833-1610
- Alfred Benesch & Company, 600 Peachtree Street NE, Suite 2410, Atlanta, Georgia 30308 (404-850-2481)

Pre-Bid Meeting On-Site:

There will be NO Pre-Bid Meeting for this project.

Contractors shall coordinate with **Troy Anderson, Airport Manager, (706) 616-1553**, for site visit opportunities. The Owner reserves the right, at the time of the site visit, to reject requests to inspect specific areas of the airfield, if it is not conducive to airport operations at the time.

Contract Work Items

In general, this project work will involve the work items identified in the table below. Prospective Bidders are hereby advised that the quantities indicated herein are approximate and are subject to change per Section 40 of the General Provisions.

SEE SCHEDULE OF QUANTITIES BELOW:

SCHEDULE OF APPROXIMATE QUANTITIES				
ITEM NO.	SPEC ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT
BASE BID 1 – RUNWAY 3-21 EB91 OBSTRUCTION REMOVAL				
1-1	C-105-1	Site Preparation and Mobilization (10% Max Bid)	1	L.S.
1-2	B-101-1	Coordination Meeting with RPR	7	EA
1-3	B-101-2	Tree Cutting	132	EA
1-4	B-101-3	Hauling & Disposal of Tree Material	129	EA
1-5	B-101-4	Mulching & Stump Grinding	132	EA

Contract Time

The owner has established a contract performance time as shown below beginning on the date of the Notice-to-Proceed. The first calendar day charged, according to General Provisions 80-07 paragraph "(b)", will be the effective Notice-to-Proceed date. A formal Notice-To-Proceed letter will be issued by the Owner/Engineer for no phases. All project work shall be substantially completed within the stated timeframe(s). All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed below.

The total project duration shall be no more than **30 calendar days**.

Liquidated Damages

This project is subject to liquidated damages as prescribed below.

The Contractor agrees that all contract work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the contract work set forth in the Contract Documents is a reasonable time for delivery of equipment and materials and completion of the contract work as specified.

The time limit for the completion of all the work, as herein provided, is of the essence of this contract. In case the Contractor fails to complete the work hereunder within the Contract time, the Contractor agrees to pay the Owner the amount listed below for each and every calendar day consumed in the performance and completion of the project, which exceeds the time allowed for that purpose. This sum, in view of the difficulty in ascertaining the loss which the Owner will suffer by reason of delay in the performance of the work hereunder, is hereby agreed upon, fixed, and determined by the parties hereto as the liquidated damages the Owner will suffer by reason of any delay and default, and are not penalties.

Failure to complete this Runway 3-21 Obstruction Removal Project within the respective specified calendar day, working day, or night closure, as specified in the contract, or an occurrence of a runway opening delay, will result in damages being assessed in the amount(s) shown below and as specified in General Provisions 80-08.

The Owner shall deduct and retain the amount of such liquidated damages from the money that may be due or become due the Contractor under this contract. In arriving at the daily rate, as agreed upon, liquidated damages as herein set forth, the Owner has estimated that should the period of performance be extended beyond the period hereinbefore set forth for completion of the work, the Owner could reasonably anticipate suffering at least the following damages:

Liquidated damages will be **\$500 per calendar day**.

Refer to General Provisions Section 80-08 "*Failure To Complete On Time*" for more information regarding Liquidated Damage assessments.

Bid Security

Each proposal must be accompanied by a bid guaranty (per 49 CFR Part 18.36(h)(1)) in the amount of not less than five (5) percent of the total amount of the total amount of the bid. The bid guaranty may be by certified check on a solvent bank or bid bond made payable to the **Troup County Board of Commissioners in the of LaGrange, Georgia**.

A Bidder's bond must be executed on the form furnished by the Owner and the required bond 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.

Bonding Requirements

The successful bidder will be required to furnish separate performance (per 49 CFR Part 18.36(h)(2)) and payment (per 49 CFR Part 18.36(h)(3)) bonds, each in an amount equal to 100% of the contract at the time of contract execution.

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **Troup County Board of Commissioners in the city of LaGrange, Georgia** for a period not to exceed **one-hundred twenty (120) calendar days** from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

Award of contract will be based on the lowest aggregate sum proposal (for the award option that is in the Owner's best interest based on available Federal Funding) submitted from those bidders that are confirmed as being responsive and responsible. Contractors bidding shall bid all items. The right is reserved, by the Owner, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received.

Prospective Bidders are hereby advised that award of contract is contingent upon owner receiving Federal funding assistance under the Airport Improvement Program (AIP).

Each bidder, in submitting a bid, acknowledges that the **Troup County Board of Commissioners in the city of LaGrange, Georgia** in its sole discretion will evaluate all bids and additional information and make the determination as to the lowest responsible and responsive bidder. The submission of a bid by any bidder and the opening and recording of the bid by the **Troup County Board of Commissioners in the city of LaGrange, Georgia** shall confer no right upon the bidder and obligation upon the **Troup County Board of Commissioners in the city of LaGrange, Georgia**. The submission of a bid by any bidder and the opening and recording of such bid by the **Troup County Board of Commissioners in the city of LaGrange, Georgia** does not result in a finding or presumption of either responsiveness or responsibility. The **Troup County Board of Commissioners in the city of LaGrange, Georgia** may require the submission of additional information relating to any bidder during the bid evaluation process and each bidder by submitting a bid agrees to comply with any such request.

Federal Provisions

Each bidder shall be aware and acknowledge that the project is subject to the FAA's current *Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Project* itemized as follows and included in Article 2 Contract Provisions of the contract documents:

- Civil Rights – Title VI Assurances – 49 USC §47123; FAA Order 1400.11 and Title VI Solicitation Notice

CIVIL RIGHTS - TITLE VI SOLICITATION NOTICE

The **Troup County**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Submittal of Proposals

Additional information and instruction for submittal of a proposal are provided within the Instructions-to-Bidders. Envelopes containing bids must be sealed and addressed to:

**Troup County
100 Ridley Ave, Suite 3100
LaGrange, Georgia 30240**

If bids are mailed in lieu of hand-delivery, the contractor shall write on the front of the package:

**“Not To Be Opened Until 2:00 p.m. Local Time On Thursday, November 6th, 2025.
Contains Confidential Bid Information”**

The upper left hand corner of the sealed envelope must identify the following information:

CONTRACT PROPOSAL

Bid of {Name of Contractor}

For Tree Removal at LaGrange-Callaway Airport, Lagrange, Georgia

To be opened at: 2:00 p.m. local time on Thursday, November 6th, 2025

END OF REQUEST FOR BIDS

INSTRUCTIONS TO BIDDERS

TROUP COUNTY
LAGRANGE CALLAWAY AIRPORT, LAGRANGE, GEORGIA
Runway 3-21 EB91 Obstruction Removal
AIP Project No: N/A

Owner and Owner's Representative

The Owner as stated herein refers to the **Troup County, LaGrange, Georgia**. The Owner's authorized representative as stated herein refers to the Owner's Consultant, Alfred Benesch & Company, herein referred to as Engineer.

Advertisement [G.P. 20.01] (Notice to Bidders).

For bid opening information (location, time, obtaining plans and specifications, etc.), refer to the Notice-To-Bidders.

Qualification Of Bidders [G.P. 20.02]

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.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner if requested at the time of bid opening.

Contents of proposal forms [G.P. 20.03]

The Owner's proposal forms (Official Bid Booklet) state the location and description of the proposed project; 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 G.P. 20-09 Irregular Proposals, of this Instructions To Bidders document.

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

Pre-Bid Meeting On-Site:

A Pre-Bid Meeting will not be held for this Project.

Issuance of Proposal Forms [G.P. 20.04]

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification 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

Interpretation of Estimated Proposal Quantities [G.P. 20.05]

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 General Provisions, Section 40, paragraph 40-02, ALTERATION OF WORK AND QUANTITIES without in any way invalidating the unit bid prices.

Examination of Plans, Specifications, And Site [G.P. 20.06]

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves 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.

Preparation of Proposal [G.P. 20.07]

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~~ for which they propose to do for each pay item furnished in the proposal. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will 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.

Responsive and responsible bidder [G.P. 20.08]

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.

Irregular Proposals [G.P. 20.09]

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.

Bid Guaranty [G.P. 20.10]

Each separate proposal shall be accompanied by a bid guaranty (per 49 CFR Part 18.36(h)(1)) in the amount of not less than five (5) percent of the total amount of the bid. The bid guaranty may be by certified check on a solvent bank or bid bond made payable to the **Troup County, LaGrange, Georgia**.

Delivery of Proposal [G.P. 20.11]

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.

If bids are mailed in lieu of hand-delivery, the contractor shall write on the front of the package:

“Not To Be Opened Until 10:00 a.m. Local Time On Day, Month Date, Year. Contains Confidential Bid Information.”

Withdrawal Or Revision Of Proposals [G.P. 20.12]

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] [by fax] [by email] 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.

No bid may be withdrawn by the bidder within ninety (90) days after the actual date of the bid opening.

Public Opening Of Proposals [G.P. 20.13]

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 request) or received after the time specified for opening bids shall be returned to the bidder unopened.

Disqualifications of Bidders [G.P. 20.14]

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 paragraph G.P. 20-04, ISSUANCE OF PROPOSAL FORMS, of this ~~section~~ instructions-to-bidders document.

Discrepancies and Omissions [G.P. 20.15]

A Bidder who discovers discrepancies ~~errors, ambiguity,~~ or omissions with the project bid documents shall immediately notify the Owner’s Engineer with written notice of the matter. ~~The written notice shall identify the nature and location of the error, discrepancy, ambiguity, or omission.~~ 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 **[seven (7)]** days prior to bid opening.

Any interpretation, ~~correction, or modification~~ 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.

Consideration of proposals [G.P. 30.01]

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.

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 G.P. 20-09, IRREGULAR PROPOSALS, of this instructions-to-bidders document.
- b. If the bidder is disqualified for any of the reasons specified in Section G.P. 20-14, DISQUALIFICATION OF BIDDERS, of this instructions-to-bidders document.

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.

Award Of Contract [G.P. 30.02]

The award of a contract, if it is to be awarded, shall be made within **one-hundred twenty (120) calendar days** 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.

Cancellation Of Award [G.P. 30.03]

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 the paragraph G.P. 30-07, APPROVAL OF CONTRACT, of this instructions-to-bidders document.

Return Of Proposal Guaranty [G.P. 30.04]

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 G.P. 30-01, CONSIDERATION OF PROPOSALS, of this instructions-to-bidders document. 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 the paragraph G.P. 30-05, REQUIREMENTS OF CONTRACT BONDS, of this instructions-to-bidders document.

Requirements Of Contract Bonds [G.P. 30.05]

The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the bid documents. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.

The executed bonds shall be delivered to the Owner **within 15 calendar days** from the date mailed or otherwise delivered to the successful bidder. Bonds should **not be executed prior to execution of the contract agreement.** The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located, and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

~~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.~~

Execution Of Contract [G.P. 30.06]

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 G.P. 30-05, REQUIREMENTS OF CONTRACT BONDS, of this instructions-to-bidders document, within [15] calendar days from the date mailed or otherwise delivered to the successful bidder.

The successful Bidder shall **not** add any additional contract stipulations during the execution period of the contract documents.

Approval of Contract [G.P. 30.07]

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.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

Failure To Execute Contract [G.P. 30.08]

Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the paragraph G.P. 30-06, EXECUTION OF CONTRACT, of this instructions-to-bidders document shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidation of damages to the Owner.

CIVIL RIGHTS - TITLE VI SOLICITATION NOTICE

The **Troup County (Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC § 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for 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 no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontractors that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Modifications to Project Documents

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

Clarifications and Interpretation

A bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of seven (7) calendar days prior to the date of the bid opening. Requests may also be emailed to Alexander Mooney, Project Manager at AMooney@Benesch.com and/or to David Leoni, Aviation Designer II at DLeoni@Benesch.com.

Bidder Representations

By submittal of a proposal (bid), the BIDDER represents the following:

- The Bidder has read and thoroughly examined the bid documents including all authorized addenda.
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on an operating airport and understands the site conditions that may in any manner affect cost, progress or performance of the work.
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.
- The Bidder has reviewed the liquidated damages provisions in the Notice-To-Bidders (NTB), and the Bidder acknowledges that the sums listed in General Provisions 80-08 are reasonable estimates of damages the Owner anticipates and not penal in amount.

Bid Informalities and Irregularities

Each bidder in submitting a bid acknowledges that the Airport Owner in its sole discretion will evaluate all bids and additional information and make the determination as to the lowest responsible and responsive bidder. The submission of a bid by any bidder and the opening and recording of the bid by the Airport Owner shall confer no right upon the bidder and obligation upon the Airport Owner. The submission of a bid by any bidder and the opening and recording of such bid by the Airport Owner does not result in a finding or presumption of either responsiveness or responsibility. The Airport Owner may require the submission of additional information relating to any bidder during the bid evaluation process and each bidder by submitting a bid agrees to comply with any such request. The right is reserved, as the Airport Owner may require, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received, which in the Owner's judgment best services the Owner's interest.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified within the bid documents (Refer to FAA General Contract Provisions Specifications for insurance requirements).

END OF INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

DO NOT DETACH ANY OF THESE PROPOSAL PAGES

SUBMIT ENTIRE BOUND OFFICIAL PROPSAL FORM BOOKLET

TO: **Troup County**
100 Ridley Avenue
LaGrange, Georgia 30240

The undersigned, in compliance with the request for bids for the tree removal of the following Project:

Runway 3-21 Obstruction Removal

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Contract Documents and Specifications, project drawings, and issued Addenda within the specified time of performance for the following prices on this proposal.

Sealed bids will be received by the Owner, the **Troup County, LaGrange, Georgia**, in the offices of **Offices of Purchasing Director**, at **100 Ridley Ave, Suite 3100, LaGrange, Georgia, 30240** until **2:00 p.m.** local time, on **November 6th, 2025** and then publicly opened and read aloud in the Commissioners Conference Room, for furnishing all labor, materials and equipment, and performing all work necessary for completing the **Runway 3-21 Obstruction Removal Project (2025)**.

The undersigned understands that it is the intent of the Owner issue a Notice To Proceed (NTP) for tree removal to be completed by the end of 2025. Furthermore, the undersigned understands that, it is the intent of the Owner to award (assuming responsive and responsible bids are received) the project under a Federal Fiscal Year 2025 grant. Prior to issuance of the formal NTP, a start date will be coordinated with the Contractor, with the intent to have all work completed in calendar year **2025**.

SCHEDULE OF APPROXIMATE QUANTITIES

ITEM #	SPEC #	DESCRIPTION	EST. QUANTITY	UNIT	BID PRICE	AMOUNT
BASE BID – RUNWAY 3-21 OBSTRUCTION REMOVAL						
1-1	C-105-1	Site Preparation and Mobilization (10% Max Bid)	1	L.S.	\$	\$
1-2	B-101-1	Coordination Meeting with RPR	7	EA	\$	\$
1-3	B-101-2	Tree Cutting – Per Tree	132	EA	\$	\$
1-4	B-101-3	Hauling & Disposal of Tree Material – Per Tree	129	EA	\$	\$
1-5	B-101-4	Mulching & Stump Grinding – Per Tree	132	EA	\$	\$
BASE BID – TOTAL: \$						

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled “Alteration of Work and Quantities”.

- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the following documents:
- Requests For Bids/Invitation For Bids (Newspaper Advertisement) (Article 1)
 - Notice-to-Bidders (Article 1)
 - Instructions-to-Bidders (Article 1)
 - This Proposal Form (including Buy American Forms) (Article 1)
 - Any Authorized Addenda Issued (Article 1)
 - Form of Contract and Performance/Payment Bonds (Article 1)
 - Contract Provisions (Article 2)
 - FAA General Contract Provisions Specifications (Article 4)
 - Benesch Created Specifications (Article 5)
 - FAA Standard Specifications (Appendix 1)
 - Runway 3-21 Obstruction Removal Report (Appendix 2)
 - Any Other Document Incorporated In Whole Or In Part By Reference.

The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful BIDDER.

- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the **Total Bid**.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **one-hundred twenty (120) calendar days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract and furthermore provide executed payment and performance bonds within the timeframes specified in the instructions-to-bidders. The undersigned acknowledges and accepts that refusal or failure to accept the award and execute a contract and bonds within the terms and conditions established herein will result in forfeiture of the bid guaranty to the Owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned agrees to complete work **within the contract time allowances as specified in the Notice-To-Bidders** from the commencement date specified in the Notice-To-Proceed(s).
- h. The undersigned acknowledges and accepts that failure to complete each Phase or Element within the respective specified calendar day allowance, the Contractor shall pay the non-penal sum prescribed in the Notice-To-Bidders (NTB) as a liquidated damage to the Owner.
- i. The bidder must specifically agree not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
- j. The undersigned acknowledges that the project is subject to the FAA's current Federal Provisions as provided in Article 2 "Contract Provisions". The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.

k. The undersigned acknowledges receipt of the following addenda:

Addendum Number: _____ Addendum Date: _____ Date Received: _____
Addendum Number: _____ Addendum Date: _____ Date Received: _____
Addendum Number: _____ Addendum Date: _____ Date Received: _____
Addendum Number: _____ Addendum Date: _____ Date Received: _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working near an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER’S has direct or indirect financial interest in this proposal.
- b. Additional Insurance Charge:
If there is an additional charge for the insurance for naming Troup County and the Engineer as additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder’s insurance company does not charge an extra fee for naming the Troup County and the Engineer as an additional insured per GP 70-21.

\$ _____

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

- 1. Bid Guaranty

SIGNATURE OF BIDDER

IF AN INDIVIDUAL

Name: _____

By: _____

(Signature Of Individual)

Doing Business As: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP

Partnership Name: _____

By: _____

(Authorized Signature)

(Attach Evidence Of Authority To Sign As A Partnership)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION

Corporation Name: _____

By: _____

(Authorized Signature)

(Attach Evidence Of Authority To Sign)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number:

**CORPORATE
SEAL**

ATTEST:

By: _____

(Authorized Signature)

Name And Title: _____

IF A JOINT VENTURE: *(Attach A Copy Of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence Of Authority To Sign)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence Of Authority To Sign)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

TENTATIVE LIST OF SUBCONTRACTORS
(To Be Completed With Execution of Contract)

AIP Project: N/A
Project Name: Runway 3-21 Obstruction Removal
Airport: LaGrange Callaway Airport (LGC)
Location: LaGrange, Georgia

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Contract must be followed in regards to the firms listed on the DBE Participation Statement.

Proposed Subcontractors			
	Subcontractor	Work To Be Performed	Approximate Dollar Value
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			

Date

Signature

Company Name

Title

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CONTRACT AGREEMENT

**TROUP COUNTY
LAGRANGE CALLAWAY AIRPORT, LAGRANGE, GEORGIA
Runway 3-21 Obstruction Removal
AIP Project No: N/A**

THIS AGREEMENT, made as of _____, 2025, is

BY AND BETWEEN

the OWNER:

LaGrange-Callaway Airport
200 Airport Parkway
LaGrange, GA 30240

And the CONTRACTOR:

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the **LaGrange Callaway Airport (LGC)** generally described as follow; Runway 3-21 EB91 Obstruction Removal hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, Contract Provisions, Special Condition Specifications, FAA General Contract Provisions, FAA Standard Specifications, Plan Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

(Numerals) \$ _____

(Words) \$ _____

for all bid items as shown in the schedule of prices bid and the attached proposal which is part of this contract.

Subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in Section 90 of the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in Section 90 of the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within the **prescribed calendar or working days (whichever pertains to this project) in Section 80 of the GENERAL PROVISIONS** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with Section 80 of the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time or if a runway opening delay occurs. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum **prescribed in Section 80 of the GENERAL PROVISIONS of these specifications** for each **calendar day or night closure** required in excess of the authorized Contract Time, or for each occurrence of a runway opening delay.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;

- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Alfred Benesch & Company
600 Peachtree Street NE – Suite 2410
Atlanta, Georgia 30308
Telephone: 706-722-4114**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed four (4) copies of this Agreement on the day and year first noted herein.

OWNER

Name:

Address:

By:

Signature

Title of Representative

ATTEST

By:

Signature

Title

CONTRACTOR

Name:

Address:

By:

Signature

Title of Representative

ATTEST

By:

Signature

Title

LIST OF SUBCONTRACTORS
(To Be Completed With Execution of Contract)

AIP Project: N/A

Project Name: Runway 3-21 Obstruction Removal

Airport: LaGrange Callaway Airport (LGC)

Location: LaGrange, Georgia

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore the Airport Sponsor requires that the prime contractor submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regards to the firms listed on the DBE Participation Statement.

Proposed Subcontractors			
	Subcontractor	Work To Be Performed	Approximate Dollar Value
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			
12)			
13)			

Signed: _____ Company: _____

By: _____ Date: _____
 (Printed Name)

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PAYMENT BOND

Bond Number

PRINCIPAL <i>(Legal Name and Business Address)</i>		
SURETY <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION	
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>	CONTRACT NO.	CONTRACT DATE
\$ (Words)		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **Troup County, 100 Ridley Ave, Lagrange, Georgia, 30240**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

- Project Name: **Runway 3-21 Obstruction Removal (2025)**
- Project Location: **LaGrange Callaway Airport (LGC), LaGrange, Georgia**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY’S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.

- 5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL

Company Name: _____
Signature: _____
Name And Title: _____

CORPORATE PRINCIPAL

ATTEST

Signature: _____
Name And Title: _____
(Affix Corporate Seal)

Corporate Name: _____
Signature: _____
Name And Title: _____

SURETY:

ATTEST

Signature: _____
Name And Title: _____
(Affix Seal)

Surety Name: _____
Signature: _____
Name And Title: _____
(Attach Power Of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond

Date: _____

Signature: _____
Name And Title: _____

ATTEST:

Signature: _____
Name And Title: _____
(Affix Seal)

PERFORMANCE BOND

Bond Number

PRINCIPAL <i>(Legal Name and Business Address)</i>		
SURETY <i>(Legal Name and Business Address)</i>		STATE OF INCORPORATION
PENAL SUM OF BOND <i>(Expressed in words and numerals)</i>	CONTRACT NO.	CONTRACT DATE
\$ (Words)		

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **Troup County, 100 Ridley Ave, LaGrange, Georgia, 30240**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

- Project Name: **Runway 3-21 Obstruction Removal (2025)**
- Project Location: **LaGrange Callaway Airport, LaGrange, Georgia**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY’S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY’S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

- b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; 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 penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefore to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL

Company Name: _____
 Signature: _____
 Name And Title: _____

CORPORATE PRINCIPAL

ATTEST

Signature: _____
 Name And Title: _____
(Affix Corporate Seal)

Corporate Name: _____
 Signature: _____
 Name And Title: _____

SURETY:

ATTEST

Signature: _____
 Name And Title: _____
(Affix Seal)

Surety Name: _____
 Signature: _____
 Name And Title: _____
(Attach Power Of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond

Date: _____

Signature: _____

Name And Title: _____

ATTEST:

Signature: _____

Name And Title: _____

(Affix Seal)

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ARTICLE 2

CONTRACT PROVISIONS



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CONTRACT PROVISIONS

The entirety of Article 2 Contract Provisions are taken from the FAA Airports Contract Provision Guidelines for Obligated Airport Sponsors and Airport Improvement Projects dated 1/20/2023.

CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The **Troup County**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, ~~[select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises]~~ will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance With Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 1) Withholding payments to the Contractor under the contract until the Contractor complies;
and/or

- 2) Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or Disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

PROHIBITION OF SEGREGATED FACILITIES

- 1) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

- 2) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, 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 that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- 3) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer

must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- 1) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- 2) Fails to meet reasonable contract performance requirements; or
- 3) Is only available at an unreasonable price.

TERMINATION OF CONTRACT

Termination For Convenience

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination For Cause

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

END OF CONTRACT PROVISIONS

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ARTICLE 4

FAA GENERAL

CONTRACT PROVISIONS

SPECIFICATIONS



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SECTION 10

DEFINITION OF TERMS

The entirety of the Appendix 4 FAA General Provision Specifications are taken from the FAA AC 150/5370-10H as issued on 12/21/2018 and includes Errata Sheet updates up to 8/19/2020.

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.
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	A written agreement between the Owner and the Contractor that

Paragraph Number	Term	Definition
		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. 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.
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 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

Paragraph Number	Term	Definition
		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	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the 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 <u>[Troup County]</u> .
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.

Paragraph Number	Term	Definition
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.
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.
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.

Paragraph Number	Term	Definition
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 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 Airport - The specific airport referred to in these documents is LaGrange Callaway Airport in LaGrange, Georgia.

END OF SECTION 10

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SECTION 20

PROPOSAL REQUIREMENTS AND CONDITIONS

- 20-01 Advertisement (Notice to Bidders). Refer to Instructions to Bidders (ITB).**
- 20-02 Qualification of bidders. Refer to Instructions to Bidders (ITB).**
- 20-03 Contents of proposal forms. Refer to Instructions to Bidders (ITB).**
- 20-04 Issuance of proposal forms. Refer to Instructions to Bidders (ITB).**
- 20-05 Interpretation of estimated proposal quantities. Refer to Instructions to Bidders (ITB).**
- 20-06 Examination of plans, specifications, and site. Refer to Instructions to Bidders (ITB).**
- 20-07 Preparation of proposal. Refer to Instructions to Bidders (ITB).**
- 20-08 Responsive and responsible bidder. Refer to Instructions to Bidders (ITB).**
- 20-09 Irregular proposals. Refer to Instructions to Bidders (ITB).**
- 20-10 Bid guarantee. Refer to Instructions to Bidders (ITB).**
- 20-11 Delivery of proposal. Refer to Instructions to Bidders (ITB).**
- 20-12 Withdrawal or revision of proposals. Refer to Instructions to Bidders (ITB).**
- 20-13 Public opening of proposals. Refer to Instructions to Bidders (ITB).**
- 20-14 Disqualification of bidders. Refer to Instructions to Bidders (ITB).**
- 20-15 Discrepancies and Omissions. Refer to Instructions to Bidders (ITB).**

END OF SECTION 20

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SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 Consideration of proposals. Refer to Instructions to Bidders (ITB). 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. Refer to Instructions to Bidders (ITB). The award of a contract, if it is to be awarded, shall be made within ~~thirty (30)~~ 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. Refer to Instructions to Bidders (ITB). 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. Refer to Instructions to Bidders (ITB). 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. Refer to Instructions to Bidders (ITB). 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. Refer to Instructions to Bidders (ITB). 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 ~~fifteen (15)~~ calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Refer to Instructions to Bidders (ITB). 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. Refer to Instructions to Bidders (ITB). 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).
- 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. 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 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.

50-05 Cooperation of Contractor. The Contractor shall be supplied with 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. No construction staking will be utilized for this project.

50-08 Authority and duties of Quality Assurance (QA) inspectors. No QA inspectors will be utilized for this project.

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.

50-17 Value Engineering Cost Proposal. Not used.

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. [An Engineer/RPR field office is not required.]

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

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.

70-06 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). No CSPP plan provided for this project. All work shall occur off airport property.

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.

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.

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.

70-21.1 Adds the following to Section 70-02 Permits, licenses, and taxes:

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

70-21.2 Adds the following to Section 70-11 Responsibility for damage claims:

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

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

The insurance required shall include the specific coverages and be written for no less than the limits of liability and coverages specified or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Engineer by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work in accordance with subsection 50-18. In addition, Contractor shall maintain such completed operations insurance for at least two years after final payment and furnish Owner with evidence of continuation of such insurance at final payment and one year thereafter, with the exception of Owner's Protective Liability coverage.

B. INDEMNIFICATION: In any and all claims against Owner or Engineer or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 70-11 above shall not be limited in any way by any limitation on the amount

or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

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

(2) Comprehensive General Liability:

- (a) Bodily Injury and Property Damage: Combined Single Limit
\$5,000,000 Per Occurrence

(b) The Contractor's General Liability insurance shall provide coverage for the following: (1) Premises - Operations, (2) Independent Contractors, (3) Products/Completed Operations Hazard, (5) Underground Hazard, (6) Broad Form Property Damage, (7) Where applicable, Explosion and Collapse Hazard, and (8) Personal Injury.

(3) Comprehensive Automobile Liability:

- (a) Bodily Injury and Property Damage: Combined Single Limit
\$1,000,000(Per Occurrence)

(b) The Contractor's Comprehensive Automobile Liability Insurance shall provide coverage for Bodily Injury and Property Damage Per Occurrence for owned, hired and non-owned vehicles.

D. Contractor will provide such additional information in respect of insurance provided by him as the Owner may reasonably request. Failure by Owner to give any such notice of objection within the time provided shall constitute an acceptance of such insurance purchased by Contractor as complying with the Contract Documents.

E. Certificates in triplicate from the insurance carrier stating the limits of liability and expiration date shall be filed with Owner before operations are begun. Certificates shall not merely name the types of policy provided but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this subsection. The certificates shall, in addition to the information relative to the insurance required, contain the following:

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

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

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

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

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

END OF SECTION 70

SECTION 80

PROSECUTION 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 [30] percent of the total contract cost.

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

The Contractor shall provide copies of all subcontracts to the RPR [fourteen (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 [3] 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 [twice weekly] 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 [72 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: [Refer to plans for required closures associated with the Construction Safety and Phasing Plans (CSPP).]

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

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

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

The Contractor is responsible to the 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] ~~the number of working days~~ | ~~completion date~~ | shall be stated in the proposal and contract and shall be known as the Contract Time.

[**Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the 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.

The total project duration shall be no more than 30 calendar days. Liquidated damages will be \$500 per Calendar Day.

The maximum construction time allowed for Schedules will be the sum of the time allowed for individual schedules but not more than [30] days. 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.
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,

Term	Description
	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> <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	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> .
Pay Quantities	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.

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.

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.

90-08 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.

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 [fourteen (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. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- c. Complete all punch list items identified during the Final Inspection.
- d. Provide complete release of all claims for labor and material arising out of the Contract.
- e. When applicable per state requirements, return copies of sales tax completion forms.
- f. Manufacturer's certifications for all items incorporated in the work.
- g. All required record drawings, as-built drawings or as-constructed drawings.
- h. Project Operation and Maintenance (O&M) Manual(s).
- i. Security for Construction Warranty.
- j. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

ARTICLE 5

BENESCH GENERATED SPECIFICATIONS



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Item B-101 Tree Removal (Off Airport Property)

DESCRIPTION

101-1.1 This item shall consist of the removal of trees located off airport property and near structures not owned by the airport, as designated in the Bidding Documents or as directed by the Resident Project Representative (RPR). Work shall include coordination with property owners, meetings with the RPR, cutting of trees, hauling and lawful disposal of material, and stump grinding/mulching as specified. Additionally, the filling of holes, seeding, and restoration of property to original conditions for all disturbed areas.

CONSTRUCTION METHODS

101-2.1 Coordination Meeting with RPR

- a. Pre-Removal Coordination.** Before any tree removal activities are initiated, the Contractor shall coordinate with the Resident Project Representative (RPR). The Contractor shall schedule and attend an on-site meeting with the RPR for each affected parcel. At this meeting, the RPR and Contractor will jointly walk the property to identify, verify, and mark the specific trees designated for removal. Trees shall be marked in a consistent manner (e.g., paint, flagging, or tagging) approved by the RPR to ensure they are clearly distinguishable from trees not designated for removal.
- b. Frequency of Meetings.** One coordination meeting shall be anticipated for each parcel owner. Meeting date and time shall be agreed upon by the Contractor and RPR. If multiple parcels are visited during the same meeting on the same day, this will still only be counted as one meeting.
- c. Documentation.** The RPR will prepare a record of each coordination meeting documenting: Parcel owner information, Trees identified for removal, Trees excluded from removal, Special conditions or property owner restrictions. The Contractor shall review and sign this record before removal activities begin. A copy shall be furnished to the property owner upon request. The Contractor shall record by means of photos or video the existing site conditions prior to commencing work.
- d. Authorization to Proceed.** No tree removal, cutting, or mobilization shall occur on any parcel until: The coordination meeting with the RPR has been completed, trees have been identified and mutually agreed upon by the RPR and Contractor, and written approval has been granted by the RPR.
- e. Responsibility.** The Contractor shall be solely responsible for ensuring that only the approved trees are removed. Any unauthorized tree removal will be subject to correction at the Contractor's expense, including compensation to the property owner as determined by the Sponsor and RPR.
- f. Special Conditions.** The contractor is expected to review the obstruction report and owner response letters included in the project documents. The contractor shall adhere to the special requirements listed by each individual parcel owner in the owner response letters unless directed otherwise by the RPR.

101-2.2 Property Owner Notification. Prior to mobilization for tree removal, the Contractor shall:

- a. Advance Notice.** The Contractor shall provide each affected property owner with written notice of the planned tree removal activities at least 3 calendar days prior to mobilization, unless otherwise approved by the RPR. Written notice may be delivered by certified mail, hand delivery, or electronic communication (with confirmation of receipt).
- b. Contents of Notice.** The notification shall, at a minimum, include
 - i. Contractor's company name, primary contact person, and phone number.
 - ii. Identification of the parcel and the specific trees designated for removal (referencing the markings made jointly with the RPR).
 - iii. The proposed date(s) and time(s) of tree removal activities
 - iv. A description of the expected duration of work on the property.

- v. A statement that all work will be conducted in coordination with the Resident Project Representative (RPR) and in compliance with applicable safety and property protection requirements.
- c. **Owner Permission.** The Contractor shall obtain the property owner's permission for access prior to entering the property. Access points, staging areas, and equipment routes shall be agreed upon with the property owner and documented. No work shall begin until the Contractor has confirmed that permission has been granted.
- d. **Scheduling.** The Contractor shall coordinate work activities at times acceptable to the property owner and RPR. Work hours shall comply with local ordinances and neighborhood restrictions. Any changes in schedule shall be communicated to the property owner and RPR at least 24 hours in advance.
- e. **Property Owner Presence.** The property owner shall not be required to be present during tree removal unless specifically requested by the owner or RPR. However, the Contractor shall provide the owner the opportunity to be present during operations if they so desire.
- f. **Documentation.** The Contractor shall maintain a log of property owner notifications, including date of notice, method of delivery, and confirmation of receipt. This log shall be made available to the RPR upon request.
- g. **Failure to Notify.** Failure to properly notify and coordinate with the property owner, as determined by the RPR, shall be grounds for suspension of work on the affected parcel until notification requirements are met. No additional compensation or time extension will be granted for such suspensions.

101-2.3 Tree Cutting.

- a. **Identification and Marking** Only Trees that have been marked in accordance with section 2.1 shall be removed.
- b. **Cutting Operations.**
 - i. **Cutting Height.** Trees shall be cut flush with or not more than **2 inches above existing grade** unless otherwise directed by the RPR.
 - ii. **Sectioning.** Large trees shall be removed in sections as necessary to prevent damage to adjacent structures, utilities, landscaping, or other features. Limbing and bucking shall be performed in a controlled manner.
 - iii. **Directional Felling.** Trees shall be felled in a controlled direction to avoid hazards to personnel, buildings, or overhead utilities. Mechanical equipment, ropes, or other felling aids shall be used as necessary to safely control tree fall.
 - iv. **Safety Zone.** A safety perimeter shall be established around each tree during cutting, and access shall be restricted to authorized personnel only.
- c. **Protection of Property.**

The Contractor shall be responsible for protecting all adjacent structures, utilities, pavement, and vegetation not designated for removal. Any damage caused by cutting operations shall be repaired at the Contractor's expense to the satisfaction of the property owner and RPR.
- d. **Debris Handling.**

All limbs, tops, and trunk sections resulting from cutting operations shall be promptly removed from the immediate work area to prevent obstruction of access or hazards to property owners and the public.
- e. **Weather Limitations.**

Tree cutting shall not be performed during high winds, lightning, or other adverse weather conditions that, in the judgment of the RPR, would pose a safety risk or increase the potential for property damage.
- f. **Compliance.**

All cutting operations shall comply with applicable OSHA standards, state forestry practices, and local ordinances. The Contractor shall ensure all personnel operating chainsaws or other powered cutting equipment are properly trained and equipped with required personal protective equipment (PPE).

101-2.4 Hauling and Disposal.

- a. **Removal from Site.** All felled trees, limbs, brush, and debris not designated for mulching shall be promptly removed from the parcel and transported to an approved disposal site. Materials shall not be stockpiled on the property or in public rights-of-way without prior approval from the RPR and property owner.
- b. **Loading and Transport.** All material shall be handled and loaded in a manner that prevents damage to adjacent structures, fences, landscaping, utilities, or pavement. Trucks or trailers used for hauling shall be of adequate size and capacity for the material being transported. Loads shall be securely covered or contained to prevent spillage along haul routes.
- c. **Approved Disposal.** Disposal shall be in accordance with all federal, state, and local regulations, including solid waste and environmental requirements. The Contractor shall provide proof of lawful disposal (such as scale tickets, landfill receipts, or recycling yard documentation) to the RPR prior to payment for this item. Burning of cleared material shall not be permitted unless specifically authorized in writing by the RPR and local regulatory authorities.
- d. **Property Owner Requests.** At the request of the property owner, felled trees may be left on site in sections suitable for firewood or mulch. Such requests shall be coordinated with the RPR prior to removal. Trees left on site at the property owner's request shall not be measured for hauling and disposal payment.
- e. **Protection of Haul Routes.** The Contractor shall protect roadways, driveways, sidewalks, and other haul routes from damage caused by hauling operations. Tracking of mud, debris, or chips onto public streets shall be promptly cleaned by the Contractor at no additional cost. Any damage caused by hauling equipment shall be repaired at the Contractor's expense to the satisfaction of the RPR and property owner.
- f. **Timing.** Hauling and disposal shall be completed as removal operations progress. Debris shall not be allowed to accumulate on site for more than 48 hours unless otherwise approved by the RPR.

101-2.5 Mulching and Stump Grinding.

- a. **Depth.** All tree stumps shall be ground to a depth of at least 12 inches below the surrounding finished grade, unless otherwise directed by the RPR.
- b. **Root Removal.** Large lateral roots that interfere with structures, utilities, or landscaping shall be removed to the extent directed by the RPR.
- c. **Chip Handling.** Wood chips and debris produced by grinding may be spread uniformly on site as mulch, not to exceed 3 inches in depth, or removed from the site as directed by the RPR and agreed to by the property owner. Chips shall not be placed against structures or in drainage swales. Excess material produced by stump grinding shall be removed from the site in accordance with the hauling requirements listed in 2.4.
- d. **Backfill.** Holes created by stump grinding shall be backfilled with clean topsoil or approved fill material, compacted, and graded smooth to match existing contours.
- e. **Seeding.** Disturbed soil areas resulting from stump grinding, backfilling, or grading shall be seeded in accordance with GDOT Standard Specification Section 700 (Grassing) unless otherwise directed by the RPR. The seed type, application rate, and season of planting shall conform to GDOT recommendations for permanent stabilization. Fertilizer, lime, and mulch shall be applied as required to promote establishment. In areas where seeding is not seasonally feasible, temporary stabilization (such as ryegrass, annual cover, or mulch) shall be applied until permanent seeding can be established. Seeding as listed under this item shall be incidental to 2.5 mulching and stump grinding.
- f. **Protection.** The Contractor shall use shielding, mats, or barriers as needed to protect adjacent structures, fences, and utilities from flying debris during grinding.
- g. **Safety.** Stump grinding operations shall be conducted in compliance with OSHA and local requirements. Work zones shall be controlled to restrict unauthorized access during operations.

101-2.6 Final Acceptance.

Upon completion of tree removal, hauling, and stump grinding, the Contractor shall restore all disturbed areas of each parcel to conditions acceptable to the property owner and the RPR. Work shall be considered complete only when tree removal, hauling, stump grind, mulching, seeding, repairs and cleanup have been accepted by the property owner and RPR. The Contractor shall obtain written acknowledgement from the property owner that work is satisfactory, which shall be submitted to the RPR prior to final payment for work on that parcel.

METHOD OF MEASUREMENT.

101-3.1 Measurement. Tree removal will be measured by the number of trees removed as identified and approved by the RPR prior to removal.

- a. **Coordination Meeting with RPR (Per Each).** Each onsite coordination meeting held with the RPR for the purpose of jointly identifying and marking trees for removal shall be measured one per meeting. Only one meeting per parcel owner will be measured for payment, regardless of the number of mobilizations or visits made by the Contractor. If additional meetings are required due to Contractor error, no additional payment will be made.
- b. **Tree Cutting (Per Tree).** Each tree designated for removal and approved by the RPR shall be measured as one unit, regardless of species. Saplings, and any trees under 2” caliper that are within the working area of the tree removal shall be removed only at the RPR’s approval and shall incidental to the tree cutting. A tree shall be considered “cut” when it has been felled at or just above existing grade in accordance with Section B101-2.3 of this specification. Limbing and sectioning of the trunk for handling shall be considered incidental to this item.
- c. **Hauling & Disposal of Tree Material (Per Tree).** Each tree cut and subsequently hauled off site and disposed of at an approved facility shall be measured as one unit. This measurement includes all trunk, branch, and brush material generated from the tree. Proof of lawful disposal (e.g., scale tickets, landfill receipts, or other documentation) may be required by the RPR prior to payment. Trees left on site at the request of the property owner shall not be measured for this item. Restoration of the haul route shall be incidental to this item.
- d. **Mulching & Stump Grinding (Per Tree).** Each tree cut and stump ground to the depth specified in Section B-101-2.5 shall be measured as one unit. Mulching and uniform spreading of chips, or other disposal method approved by the RPR and property owner, shall be included in this item. A tree shall be considered complete for this pay item when the stump has been ground to the required depth and the disturbed area has been restored to conditions acceptable to the RPR and property owner.

BASIS OF PAYMENT.

101-4.1 Payment. Payment shall be made at the contract unit price for each of the following pay items. This price shall be full compensation for labor, equipment, coordination with property owners, and all incidentals necessary to complete the work.

Pay Item B-101-1 — Coordination Meeting with RPR: Per Each

Pay Item B-101-2 — Tree Cutting: Per Tree

Pay Item B-101-3 — Hauling & Disposal of Tree Material: Per Tree

Pay Item B-101-4 — Mulching & Stump Grinding: Per Tree

END OF ITEM B-101

APPENDIX 1

FAA STANDARD SPECIFICATIONS



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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to [10] percent of the total project cost.

105-4 Engineer/RPR field office [An Engineer/RPR field office is not required.]

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

~~a. With first pay request, 25%.~~

~~b. When 25% or more of the original contract is earned, an additional 25%.~~

~~c. When 50% or more of the original contract is earned, an additional 40%.~~

~~d. After Final Inspection, staging area clean up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.~~

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-1 [Site Preparation And] Mobilization (10% Max Bid) – per lump sum

REFERENCES

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

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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