

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS**

for

**OFF AIRPORT TREE REMOVAL
MITIGATION & SUMMIT DRIVE
MITIGATION
IFB # 102318HXD**

**Hilton Head Island Airport (HXD)
Hilton Head Island, South Carolina**



FAA AIP Project #: PENDING

SET NO. _____

Prepared for:
Beaufort County

in cooperation with:
**Federal Aviation Administration
and
South Carolina Aeronautics Council**

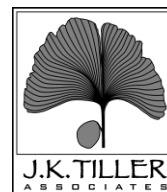
by:

TALBERT, BRIGHT & ELLINGTON

ENGINEERING & PLANNING CONSULTANTS
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201

June 2018

TBE No. 2119-1703



181 Bluffton Road, Suite F203, Bluffton, South Carolina 29910
Voice: 843.815.4800 Fax: 843.815.4802

ADVERTISEMENT

ADVERTISEMENT FOR BIDS

Pursuant to South Carolina Consolidated Procurement Code Section 11-35-1520 of the Code of Laws of South Carolina, sealed bids for "Off Airport Tree Removal Mitigation & Summit Drive Mitigation - IFB #102318HXD" at the Hilton Head Island Airport will be received by the Beaufort County Purchasing Department, 106 Industrial Village Road, Building #2, Beaufort Industrial Village, Beaufort, South Carolina 29906-4291 until 3:00 P.M. (*local time*) on Tuesday, October 23, 2018. Bids will only be received electronically submitted through the County Vendor Registry Program. Please go to www.bcgov.net and sign up in advance of the bid opening date and time to submit your bid. If you do not have access to a computer, you may hand deliver your bid to the Purchasing Department address listed above on or before the date and time listed above. Immediately thereafter, the bids will be publicly opened and read aloud in the Beaufort County Purchasing Department, Beaufort, South Carolina.

All Contractors are hereby notified that they shall have proper Contractor's licenses as required by the state laws governing their respective trade in the state where this Project is located.

Bidders may obtain a complete set of Bidding Documents on Tuesday September 25, 2018, from the County Vendor Registry Program website listed above after registering. Bidders may also obtain a complete set of paper Bidding Documents, if needed, on Tuesday September 25, 2018, from Talbert, Bright & Ellington, Inc., 3525 Whitehall Park Drive, Suite 210, Charlotte, North Carolina 28273, 704-426-6070 for a non-refundable cost of Ninety Dollars (\$90.00) per set. Documents will be shipped, if requested, via overnight carrier with shipping charges collect.

Bidding Documents may also be examined on the following plan rooms' websites:

Dodge Data & Analytics – www.construction.com Construct Connect (iSqFt + bidclerk) – www.iSqFt.com

Notice is hereby given to all bidders that Executive Order 11246 and Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21 are applicable to this contract.

Each bid must be accompanied by a Bid Bond or by a certified check payable to Beaufort County, South Carolina, and drawn on some bank or trust company authorized to do business in the State of South Carolina, for an amount equal to five percent (5%) of the total bid. If providing a check to cover the bid bond provide a copy of the check electronically and mail in the check to Beaufort County Purchasing making the check out to the Beaufort County Treasurer.

A performance bond and a labor and material payment bond are required.

A pre-bid conference will be held on Thursday, October 11, 2018 at 3:00 p.m. (*local time*) at the Hilton Head Island Airport ARFF Station Training Room, 35 Summit Drive, Hilton Head Island, South Carolina.

No bid may be withdrawn for a period of one hundred twenty (120) calendar days after the closing time for the receipt of bids. Beaufort County reserves the right to reject any and all bids and to waive any and all technical defects in the execution of the submission of any bid.

Envelopes containing a paper invitation for bid from a bidder not having access to a computer must be sealed and addressed to Purchasing Department, Beaufort Industrial Village, 106 Industrial Village Road, Building #2, Beaufort, SC 29906-4291. Envelopes must be marked as follows: "Off Airport Tree Removal Mitigation & Summit Drive Mitigation - IFB #102318HXD," Bid No., Date, Time of Opening, and Contractor's State License Number.

Jon Rembold
Director of Airports
Hilton Head Island Airport
Hilton Head Island, South Carolina

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SPECIFICATIONS & CONTRACT DOCUMENTS

OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION

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**TITLE VI STATEMENT TO CONTRACTORS AND
SUBCONTRACTORS**

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement to Contractors and Subcontractors



It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as "Beaufort County" or "the County", to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Compliance Department
Post Office Drawer 1228 · Beaufort, SC 29901-1228
843.255.2354 Telephone · 843.255.9437 Facsimile
E-mail: compliance@bcgov.net

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INVITATION FOR BID

In order to do business with the Beaufort County, vendors must register with Purchasing through our Vendor Registration system, powered by Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.

To register with the County go to www.bcgov.net and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry.

IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this bid project will ONLY be received electronically and must be submitted ONLINE prior to the date and time listed on page 1 of this Bid document.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- All requested information and forms MUST be uploaded as one file if possible. If necessary to have more than one upload, pricing and signed acknowledgements, etc are to be in the first upload and any additional documents, etc should be in the second, with each titled accordingly.
- Submittals may be re-submitted prior to the date and time of bid open; if multiple submissions are received from the same source, the submission with the latest timestamp will take priority. If you have a problem with your upload, you may contact Vendor Registry at [844-802-9202](tel:844-802-9202) or cservice@vendorregistry.com.

Response is to be submitted ONLINE by one of the two methods below:

- a. Use the Link: VendorRegistry.com**
- b. From the County's home page, select Bid Opportunities**

****Note-All vendors must be register on Vendor Registry and the County will no longer accept solicitations unless they are submitted through the Vendor Registry link or the County Web site.****

A BID SURETY IS REQUIRED IF THE TOTAL BID AMOUNT IS OVER \$30,000 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

In order to comply with the online submittal requirements for Vendor Registry:

- 1. Attach a copy of the bid surety (Bidder's Bond, Cashier's Check or Certified Check) to your online bid proposal.**
- 2. After you have attached a copy of your bid surety to your online bid proposal, please mail the bid surety to**

**Beaufort County Purchasing Department
106 Industrial Village Rd. Bld. 2
Beaufort, South Carolina 29901-1228**

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SCHEDULE OF BID ITEMS

Schedule A - Summit Drive Mitigation

Hilton Head Island, SC

September 26, 2018

201815-01



DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A. Site Preparation and Earth Work				
1. Selective Clearing and Grubbing	34,829	SF		
2. Soil Amendments	34,829	SF		
Site Preparation and Earth Work Subtotal				
B. Landscaping				
Trees				
1. ILCA2	11	EA		
Ilex cassine/ Dahoon Holly/ 8'-10'. H/ Cont.				
2. ILCA	11	EA		
Ilex cassine/ Dahoon Holly/ 6'-8'. H/ Cont.				
3. MAVI2	6	EA		
Magnolia virginiana/ Sweetbay Magnolia/8'-10'H min./ Cont.				
4. MAVI	6	EA		
Magnolia virginiana/ Sweetbay Magnolia/6'-8'H min./ Cont.				
7. SAPA	1	EA		
Sabal palmetto/ Cabbage Palm/ 12'-14'H/ Hurricane Cut				
Shrubs				
1. ILVO2	28	EA		
Ilex vomitoria/ Upright Yaupon Holly/ 5'-6' H/ #30 Cont.				
2. ILVO	28	EA		
Ilex vomitoria/ Upright Yaupon Holly/ 4' H/ #15 Cont.				
3. MYCE2	30	EA		
Myrica cerifera/ Wax Myrtle/ 5'-6'/ #30 Cont.				
4. MYCE	30	EA		
Myrica cerifera/ Wax Myrtle/ 3'-3.5'/ #15 Cont.				
Other				
2. MULCH	34,829	SF		
Longleaf Pine Straw - 3" deep				
Landscaping Subtotal				

(CONTINUED NEXT PAGE)

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
C. <u>Maintenance</u>				
1 Year Maintenance & Watering (Landscape)	1	YR		
Maintenance				
D. <u>Tree Storm Damage Repair & Maintenance</u>				
Tree Storm Damage Repair (see Note 2)	1	LS		
Tree Storm Damage Repair & Maintenance				
TOTAL				

Alternate - Additional Maintenance

1. Year 2 Maintenance	1	YR		
2. Year 3 Maintenance	1	YR		
Alternate - Additional Maintenance				

Note:

- Quantities estimated above are to be used as an aid for clarification of units and a checklist for the contractor to compare with their own estimates. Bidders shall not make any changes to the estimated quantities above.
- Payment for all work under this item shall be made at the contract unit price per lump sum. This price for this item of work shall be full compensation for furnishing all materials, labor, equipment, tools, off-site disposal of debris, and incidentals necessary to complete the item.

Schedule B - Runway 3 Off-Airport Tree Removal Mitigation

Hilton Head Island, SC
 September 26, 2018
 201815-01



DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A. Site Preparation and Earth Work				
1. Maintenance and Storm Damage Repair	1	LS	_____	_____
Site Preparation and Earth Work Subtotal				
B. Landscaping				
Trees				
1. Ilex cassine/ Dahoon Holly/ 10' H/ 2" DIA/ Cont.	22	EA	_____	_____
2. Magnolia virginiana/ Sweetbay Magnolia/ 10' H/ 2" DIA/ Cont.	5	EA	_____	_____
3. Gordonia Lasianthus/ Loblolly Bay/ 10' H/ 2" DIA/Cont.	26	EA	_____	_____
4. Salix Nigra/ Black Willow/ 10' H/ 2" DIA/ Cont.	11	EA	_____	_____
5. Sassafras Albidum/ Sassafras/ 10' H/ 2" DIA/Cont.	19	EA	_____	_____
6. Juniperus Silicicola/ Red Cedar/ 6' H/ 1" DIA/ Cont.	25	EA	_____	_____
7. Betula Nigra/ River Birch/ 10' H/ 2" DIA/ Cont.	9	EA	_____	_____
8. Cont.	19	EA	_____	_____
9. DIA/Cont.	8	EA	_____	_____
10. Myrica Cerifera/ Southern bayberry/ 10' H/ 2" DIA/ Cont.	4	EA	_____	_____
Other				
1. MULCH	30,000	SF	_____	_____
Longleaf Pine Straw - 3" deep				
Landscaping Subtotal				

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C. **Maintenance**

1 Year Maintenance & Watering (Landscape) 1 YR

Maintenance Subtotal

SCHEDULE B TOTAL

Alternate - Additional Maintenance

1. Year 2 Maintenance 1 YR

2. Year 3 Maintenance 1 YR

Alternate - Additional Maintenance Subtotal

Note: Quantities estimated above are to be used as an aid for clarification of units and a checklist for the contractor to compare with their own estimates. Bidders shall not make any changes to the estimated quantities above.

Schedule C - Runway 21 Off-Airport Tree Removal Mitigation

Hilton Head Island, SC

September 26, 2018

201815-01



DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A. <u>Site Preparation and Earth Work</u>				
1. Maintenance and Storm Damage Repair	1	LS		
Site Preparation and Earth Work Subtotal				
B. <u>Landscaping</u>				
Trees				
1. Ilex cassine/ Dahoon Holly/ 10' H/ 2" DIA/ Cont.	19	EA		
2. Magnolia virginiana/ Sweetbay Magnolia/ 10' H/ 2" DIA/ Cont.	6	EA		
3. Gordonia Lasianthus/ Loblolly Bay/ 10' H/ 2" DIA/ Cont.	19	EA		
4. Sassafras Albidum/ Sassafras/10' H/ 2" DIA/ Cont.	6	EA		
5. Juniperus Silicicola/ Red Cedar/ 10' H/ 2" DIA/ Cont.	25	EA		
6. Ilex Opaca/ American Holly/ 10' H/ 2" DIA/ Cont.	26	EA		
7. Sassafras Albidum/ Sassafras/6' H/ 1" DIA/ Cont.	6	EA		
Other				
1. MULCH Longleaf Pine Straw - 3" deep	30,000	SF		
Landscaping Subtotal				
C. <u>Maintenance</u>				
1 Year Maintenance & Watering (Landscape)	1	YR		
Maintenance Subtotal				
SCHEDULE C TOTAL				

(CONTINUED NEXT PAGE)

Alternate - Additional Maintenance

1. Year 2 Maintenance	1	YR	_____	_____
2. Year 3 Maintenance	1	YR	_____	_____
Alternate - Additional Maintenance Subtotal			_____	

Note: Quantities estimated above are to be used as an aid for clarification of units and a checklist for the contractor to compare with their own estimates. Bidders shall not make any changes to the estimated quantities above.

BID SURETY IS REQUIRED ON BIDS OVER \$30,000.00 IN THE FORM OF A BIDDER'S BOND, CASHIER'S CHECK OR CERTIFIED CHECK IN AN AMOUNT OF 5% OF THE BID AMOUNT, PAYABLE TO THE BEAUFORT COUNTY TREASURER.

CONTRACT TIME

TOTAL CONTRACT TIME: 90 CALENDAR DAYS

CONTRACT TIME LIQUIDATED DAMAGES: \$1,200.00 PER CALENDAR DAY

Enclosed is security in the amount of 5% of the total base bid, consisting of (Cash, Certified Check, or Bid Bond) _____ payable to Beaufort County Treasurer.

I, the undersigned, certify that this bid does not violate any Federal or State Antitrust Laws.
Bidders Federal Social Security Identification (E.I.) No. _____

(Company Name)

(Mailing Address)

(Street Address)

(CITY/STATE/ZIP)

BY _____ TITLE _____
(Please print)

(Signature – Bids Must Be Signed)

TELEPHONE _____ DATE _____

FAX #: _____

EMAIL ADDRESS: _____

Acknowledgment of Receipt of Addendum

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

1. DEFINITION - Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in Paragraph 23.62 of Subpart D to 49 CFR Part 23.
2. POLICY - It is the policy of DOT that DBE's as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirement of 49 CFR Part 23 applies to this Contract.
3. OBLIGATION - The Contractor agrees to ensure DBE's as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contracts shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. COMPLIANCE - All bidders, potential Contractors, or subcontractors for this DOT assisted Contract are hereby notified that failure to carry out the DOT policy and the DBE obligations, as set forth above, shall constitute a breach of contract which may result in termination of the Contract or such other remedy as deemed appropriate by the Owner.
5. SUBCONTRACT CLAUSE - All Bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. CONTRACT AWARD - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this DOT assisted Contract.

The Owner Proposes to award the Contract to the lowest responsive and responsible Bidder submitting a reasonable bid provided he has met the goals of DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation.

Bidder is advised that the Owner reserves the right to reject any or all bids submitted.

7. DBE PARTICIPATION GOAL - The attainment of goals established for this Contract are to be measured as a percentage of the total dollar value of the contract. The DBE goals for each bid schedule established for this Contract are as follows:

6.1% to be performed by the DBE's

8. The following is an excerpt from FAA Program Guidance Letter 88-1, December 3, 1987.

On October 21, DOT published in the Federal Register an amendment to 49 CFR Part 23, Participation by Disadvantage Business Enterprise in Department of Transportation Programs. Only one change will affect the airport grant program. Effective October 21, a sponsor or contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies required under a contract and obtained from a DBE and 100 percent of such expenditures to a DBE manufacturer.

9. AVAILABLE DBE's - Bidders are encouraged to inspect the South Carolina Unified Certification Program Unified DBE Directory to assist in locating DBE's for the work. This directory contains a listing of certified DBE's approved by the Federal Aviation Administration. Bidders may access this online directory at the following website link:

<http://dbw.scdot.org/dbesearch/DirectoryQuery.aspx>

10. CONTRACTOR'S REQUIRED SUBMISSION - The Owner requires the submission of the following information with the bid.

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTS

<u>MBE Subcontractors Names/Addresses/Identity*</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of Subcontract Work</u>	<u>Date of Certification</u>
---	----------------------------------	---	----------------------------------

- 1.
- 2.

WOMEN SUBCONTRACTS

<u>MBE Subcontractors Names/Addresses/Identity*</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of Subcontract Work</u>	<u>Date of Certification</u>
---	----------------------------------	---	----------------------------------

- 1.
- 2.

OTHER SUBCONTRACTS

<u>Other Disadvantaged Subcontractors within the DBE Group Names/Addresses/Identity*</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of Subcontract Work</u>	<u>Date of Certification</u>
--	----------------------------------	---	----------------------------------

- 1.
- 2.

Total Dollar Value of Subcontract Work: _____

Total Dollar Value of Bid: _____

Total DBE Percent: _____

**(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged)*

If the Contractor fails to meet the Contract goals established in Paragraph 7 above, the following information must be submitted prior to Contract award to assist the Owner in determining whether or not the Contractor made acceptable good faith efforts to meet the Contract goals. This information (when applicable), as well as the DBE information, should be submitted as specified in Paragraph 9 above.

Suggested guidance for use in determining, if good faith efforts were made by a Contractor, are included in Appendix A to 49 CFR Part 23, Subpart 23.45(h) revised as of April 27, 1981.

A list of the efforts that a Contractor may make and the Owner may use in making a determination as to the acceptability of a Contractor's efforts to meet the goals as included in Appendix A to 49 CFR Part 23, Subpart 23.45(h) are as follows:

- A. Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- B. Whether the Contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- C. Whether the Contractor provided written notice to a reasonable number of specific DBE's that their interest in the Contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- D. Whether the Contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- E. Whether the Contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down Contracts into economically feasible units to facilitate DBE participation);
- F. Whether the Contract provided interested DBE's with adequate information about the plans, specifications and requirements for the Contract;
- G. Whether the Contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- H. Whether the Contractor made efforts to assist interested DBE's in obtaining bonding, line of credit, or insurance required by the recipient or Contractor; and
- I. Whether the Contractor effectively used the services of available minority community organizations; minority Contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine (9) items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a Contractor took to secure DBE participation in an effort to meet the goals. A Contractor may also submit other information on the efforts it made to meet the goals to the Owner.

11. CONTRACTOR ASSURANCES - The Bidder hereby assures that he will meet one of the following, as appropriate:

A. The DBE participation goals as established in Paragraph 7 above.

B. The DBE participation percentage shown in Paragraph 10, which was submitted as a condition of Contract award.

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

The Bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts. ***The reports shall be submitted with each pay request. A pay request will not be processed for payment until the reports are received and accepted.***

NAME OF BIDDER: _____

IRS NUMBER: _____

BY: _____

TITLE: _____

DATE: _____

REFERENCES

Each bidder shall furnish all information requested below. Bids shall be received from qualified contractors.

Years in business: _____

Please list at least five (5) customer references.

<u>Company</u>	<u>Address</u>	<u>Contact</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF)
) SS.
COUNTY OF)

being first duly sworn, deposes and says that he is _____
_____ (sole owner, a partner, president, secretary, etc.)

of _____

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

(Bidder)

Sworn to and subscribed before me, this _____

day of _____, 2018.

Notary Public

(SEAL)

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes, if awarded the Contract, to use the following Subcontractors on this project. List below all proposed Subcontractors and trade specialties. (List only one Subcontractor for each item). The Bidder shall obtain prior written permission of the OWNER should he choose to add or substitute other Subcontractor(s) not shown herein.

<u>Items</u>	<u>Subcontractors</u>
_____	_____
_____	_____
_____	_____
_____	_____
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Estimated total cost of items that Bidder states will be performed by Subcontractor:

(\$ _____).

**EQUAL OPPORTUNITY REPORT STATEMENT
AS REQUIRED BY 41 CFR 60-1.7 (b)**

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid:

1. The Bidder (Proposer) has ____ has not ____ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.7 and 41 CFR 60-2.

2. The Bidder (Proposer) has ____ has not ____ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.

3. The Bidder (Proposer) has ____ has not ____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).

4. The Bidder (Proposer) does ____ does not ____ employ fifty (50) or more employees.

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**TRADE RESTRICTION CLAUSE - CFR PART 30
(VERSION 1, 1/5/90)**

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

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

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

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

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

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

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

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION - 49 CFR PART 29
(VERSION 1, 1/5/90)**

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

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract, less 10% retainage for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

DATE: _____

CERTIFICATION FOR CONTRACTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS
FOR CONSTRUCTION CONTRACTS (JAN. 1991)**

- A. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs B 1. or 2. shall be treated as domestic.
 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- B. The successful Bidder will be required to assure that only domestic steel and manufactured products will be used by the Contractor, Subcontractors, material men, and suppliers in the performance of this contract, except those:
1. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 2. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or
 3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

List of supplies/materials that the U.S. government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality (January 1991).

Acetylene, black.	Dammer gum.
Angar, bulk.	Diamonds, industrial, stones and abrasives.
Anise.	Emetine, bulk.
Antimony, as metal or oxide.	Ergot, crude.
Asbestos, amosite, chrysolite, and crocidolite.	Erthrityl tetranitrate.
Bananas.	Fair linen, altar.
Bauxite.	Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra, and sisal.
Beef, corned, canned.	Goat and kidskins.
Beef extract.	Graphite, natural, crystalline, crucible grade.
Bephenium Hydroxynapthoate.	Handsewing needles.
Bismuth.	Hemp yarn.
Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available.	Hog bristles for brushes.
Brazil nuts, unroasted.	Hoscine, bulk.
Cadmium, ores and flue dust.	Ipecac, root.
Calcium cyanamide.	Iodine, crude.
Capers.	Kaurigum.
Cashew nuts.	Lac.
Castor beans and castor oil.	Leather, sheepskin, hair type.
Chalk, English.	Lavender oil.
Chestnuts.	Manganese.
Chicle.	Menthol, natural bulk.
Chrome ore or chromite.	Mica.
Cinchona bark.	Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property).
Cobalt, in cathodes, rondelles, or other primary ore and metal forms.	Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.
Cocoa beans.	Nitroguanidine (also known as picrite).
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared form.	Nux vomica, crude.
Coffee, raw or green bean.	Oiticica oil.
Colchicine alkaloid, raw.	Olive oil.
Copra.	Olives (green), pitted or unpitted, or stuffed, in bulk.
Cork, wood or bark and waste.	Opium, crude.
Cover glass, microscope slide.	
Cryolite, natural.	

Oranges, mandarin, canned.
Petroleum, crude oil, unfinished oils, and finished products (see definitions below).
Pine needle oil.
Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars.
Pyrethrum flowers.
Quartz crystals.
Quebracho.
Quinidine.
Quinine.
Rabbit fur pelt.
Radium salts, source and special nuclear materials.
Rosettes.
Rubber, crude and latex.
Rutile.
Santonin, crude.
Secretin.
Shellac.
Silk, raw and unmanufactured.
Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available.

Spices and herbs, in bulk.
Sugars, raw.
Swords and scabbards.
Talc, block, steatite.
Tantalum.
Tapioca flour and cassava.
Tartar, crude; tartaric acid and cream of tartar in bulk.
Tea in bulk.
Thread, metallic (gold).
Thyme oil.
Tin in bars, blocks, and pigs.
Triprolidine hydrochloride.
Tungsten.
Vanilla beans.
Venom, cobra.
Wax, canauba.
Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki, greenheart, lignum vitae, mahogany, and teak.
Yarn, 50 denier rayon.

Petroleum terms are used as follows:

“Crude oil” means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

“Finished products” means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

- A. "Asphalt" - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.

- B. "Fuel oil" - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.
- C. "Gasoline" - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- D. "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.
- E. "Liquefied gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- F. "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- G. "Naptha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- H. "Natural gas products" - liquids (under atmospheric conditions) including natural gasoline, that:
 - 1. Are recovered by a process of absorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
 - 2. When recovered and without processing in a refinery, definitions of products contained in subdivision B, C, and G above.

"Unfinished Oils" means one or more of the petroleum oils listed under "Finished Products" above or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

Bidder Checklist:

- 1.0 Please ensure you sign, complete, and return one original and one bid copy of all the Beaufort County Bid Forms
- 2.0 If the Bid or RFP requires a bid bond, you must include this with your bid package or your bid will be rejected and returned to the bidder.
- 3.0 Vendor's may call or email the Beaufort County Purchasing department if you have any questions by calling 843-255-2353 or email dthomas@bcgov.net or 843-255-2352 or e-mail: rdimont@bcgov.net
- 4.0 DBE participation provisions:
 - 4.1 Beaufort County actively encourages DBE participation in all Beaufort County contracts.
 - 4.2 Bidders must demonstrate compliance with the DBE provisions.
 - 4.3 Failure to submit adequate documentation, or false information, will result in a recommendation that the bidder not be awarded this contract.
 - 4.4 In order to demonstrate compliance, bidders shall submit the completed DBE documents with the sealed bid.
 - 4.5 Documentation of Bidder's good faith efforts must be included if the stated DBE goal is not meet.
- 5.0 All business opportunities are posted on the County website at www.bcgov.net. Click on local business opportunities link at the bottom right of the web page. Addendums will be posted at this webpage as well.

PAGES IFB-1 THROUGH IFB-40
TO BE RETURNED
IN YOUR SEALED
BID PACKAGE.
OTHER PAGES
SHALL REMAIN
PART OF
THE BID BY
REFERENCE,
AND IT
IS NOT NECESSARY
TO RETURN THESE.

BEAUFORT COUNTY STANDARD CONDITIONS/PROVISIONS

CORRECTION OF ERRORS ON THIS BID FORM.

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified for opening.

AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing. The County shall not be legally bound by an amendment or interpretation that is not in writing.

ADDITIONAL INFORMATION.

Bidders requiring additional information may submit their question(s) in writing to the Engineer as stated in the Project Special Provisions. Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

DISCUSSIONS/NEGOTIATIONS.

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to final award of contract, vendor shall not discuss this procurement with any party, except members of the Purchasing Department or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

INSTRUCTIONS TO BIDDERS

1. One clearly marked original and one copy of each bid must be submitted on the forms furnished by the Purchasing Department.
2. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.
3. Quote prices on units specified, with packing included.
4. Attach complete specifications for any permitted substitutions offered.
5. If specifications or descriptive papers are submitted with bids, enter bidder's name thereon.
6. If the article bid upon has a trade name or brand, show same in the bid with model number.
7. Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.
8. Show delivery time required after order is received, in appropriate space provided on bid forms.
9. Bids must be submitted in a sealed envelope/container showing the bid number, opening date, title and appropriate license number(s) on the outside of the envelope/container. BEAUFORT COUNTY ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.

10. The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The term f.o.b. destination shall mean delivered, removed from crate, and placed inside of building, when applicable. County buildings do not have loading docks.
11. Bidders to visibly mark as "Confidential" each part of their bid that they consider to be proprietary information.
12. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may be determined invalid.

CONDITIONS

1. All bids must be submitted on the forms furnished. Number of Amendments received, if any, must be shown on page IFB-1 and IFB-5. Altered or incomplete Bid Invitations, or use of substitute forms may render the bid non-responsive.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Payment in connection with discount offered will be computed from the time of inspection/or acceptance.
4. In case of default by Contractor, the County reserves the right to purchase any or all items in default in open market, charging Contractor with any additional costs. **SHOULD EACH CHARGE BE ASSESSED, NO SUBSEQUENT BIDS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.**
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactory on the County's existing equipment (as applicable). Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
6. Tie bids will be resolved, as outlined in the County's Procurement Ordinance.
7. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated in the bid notice, prices must be firm.
9. The successful bidder shall indemnify and save harmless Beaufort County and all County Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
10. Beaufort County, its officers, agents, and employees shall be held harmless from liability from any claims, damages, and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the using agency.
11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract entered into by the County or its departments, institutions, agencies, political subdivisions, or other entities resulting from this bid notice shall be subject to cancellation without penalty, at the end of any fiscal or appropriated year, unless otherwise provided by law.
13. Request for quotes must be received by the Purchasing Department by the date and time designated, but will not be publicly opened. **Formal sealed bids shall be publicly opened.**
14. All taxes on any items that the County may be required to pay must be shown

separately, not included in the bid price.

GENERAL PROVISIONS

1. **PROHIBITIONS OF GRATUITIES:** It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore.
 - 1.1 **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or higher tier subcontractor under a contract to the prime contractor, or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor order.
2. **ORDER OF PRECEDENCE:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) The Bidding Schedule, (B) General Provisions, (C) Instructions to Bidders, and Conditions, (D) Other Provisions of the Contract, whether incorporated by reference or otherwise, and (E) The Specifications.
3. **COMPETITION:** There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the County is exempt from the provisions of the Robinson-Patman Act and other related laws.
4. **TERMINATION:** Subject to the Provisions below, the contract may be terminated by the Purchasing Department.
 - 4.1 **Termination for Convenience:** The County may, without cause, terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any damages, delay damages, or indirect costs which may arise from County's

election to terminate this contract in whole or in part for its convenience.

- 4.2 Termination for Cause: Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The ten (10) days advance notice requirement is waived, and the default provision in this bid shall apply. (See Bid Condition 4.)
5. EXCUSABLE DELAY: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight, embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and is such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
6. BID SCHEDULE: Enter the manufacturer, brand, and catalog number bid and prices quoted for each item in the spaces provided on the Bid Schedule sheet. Additional pages may be attached, when applicable, for quantity prices. Quote prices in units of standard pack, pricing each item separately, unless indicated otherwise in bid instructions.
7. BIDDERS QUALIFICATION: Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Purchasing Department reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
8. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
9. AWARD CRITERIA: Award will be made to the responsible and responsive bidder(s) whose bid is the most economical for the purpose intended, according to the criteria designated in the Invitation for Bid.
10. REJECTION: This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the

articles of goods or services. The County reserves the right to waive minor informalities and irregularities, to accept or reject any or all bids received as a result of this request, or to cancel in part in or its entirety this bid, if it is in the best interest of the County to do so. In addition, the County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the County.

- 10.1 Rejection of Lowest Bid: Substantial negative findings from the Bid Evaluation as listed in paragraph 9, Award Criteria, and/or the factors as listed below, may result in the rejection of the lowest bid, if in the best interest of the County of Beaufort.
11. ASSIGNMENT: The Contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Director.
 12. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the Purchasing Department.
 13. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical handicap.
 14. WAIVER: The County reserves the right to reject any or all bids, to waive any General Provisions, Special Provisions, or minor specification deviation when considered to be in the best interest of this County.
 15. RESTRICTIONS/LIMITATIONS: No purchases are to be made from this Contract of any item that is not listed, nor of any item that is currently authorized under any contract awarded prior to this Contract.
 16. PURCHASES FROM OTHER SOURCES: The Purchasing Department reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.
 17. QUALITY OF PRODUCT: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
 18. ISSUANCE OF PURCHASE ORDERS: Beaufort County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.
 19. ITEM SUBSTITUTIONS: No substitutes will be allowed on purchase orders received

from agencies, without permission from the Purchasing Department.

20. DISCREPANCIES: A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Director, in writing not later than ten (10) days prior to the scheduled bid opening, or at a pre-bid conference should one be scheduled. Exceptions taken do not obligate Beaufort County to change or alter specifications. Nothing will change the Invitation for Bid, unless written amendment is provided by the Purchasing Director at least three (3) working days before the Bid Opening.
21. BRAND NAMES: The name of any manufacturer, trade name, or manufacturer's or vendor's catalog or model number set forth in the specification is for the purpose of describing the minimum standard of quality, type, or performance. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality or performance specified.
22. NONRESIDENT TAXPAYERS: If the bidder is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the bidder acknowledges and understands that in the event he is awarded a contract, bidder shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/94) to the Beaufort County Purchasing Department before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.
23. BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.
24. BID GUARANTY AND BOND: Bidder agrees to forfeit Bidder's Bond, **when required on the Bid Schedule**, in the event of failure to contract with County Council within ten (10) days after award of Bid. Checks or Bid Bond of the unsuccessful bidders will be returned once bid is awarded. Check or Bid Bond of the successful bidder will be returned after delivery and acceptance of item.
25. REQUIREMENTS CONTRACT QUANTITIES OR USAGE: Whenever a bid is sought seeking a source of supply for a requirements contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Beaufort County as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information only and will be used for tabulation and presentation of bid.
26. CHOICE OF VENUE: Any disputes under this contract that cannot be resolved between the County of Beaufort and the vendor must be resolved in a circuit court

of Beaufort County, Beaufort, SC, and the Fourteenth Judicial Circuit.

27. LICENSES, PERMIT AND FEES: All Bids submitted must include the price of any business and professional licenses, permits or fees as required by Federal, State or Local Government Agencies.
28. ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.
29. INSURANCE REQUIREMENTS: Prior to commencing work/delivery hereunder, contractor/vendor, at his expense, shall furnish insurance certification showing the certificate holder as Beaufort County, P. O. Drawer 1228, Beaufort, S.C. 29901, Attention: Purchasing Director and with a special notation naming Beaufort County as an additional insured on the liability coverages. Minimum coverage shall be as follows:
 - 29.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
 - 29.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
 - 29.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.
 - 29.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
 - 29.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the

location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

- 29.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

30. RIGHT TO PROTEST:

- 30.1 Any actual or prospective bidder, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

- 30.2 Authority to Resolve Protest. The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

- 30.3 Decision. If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

30.3.1 State the reasons for the action taken; and

30.3.2 Inform the protestant of its right to administrative review as provided in this Section.

- 30.4 Notice of Decision. A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

- 30.5 Finality of Decision. A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

30.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

30.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs, when it is determined that the protest is without standing.

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DRUG-FREE WORKPLACE

DRUG-FREE WORKPLACE

The contractor shall provide a drug-free workplace during the performance of this contract. This obligation is met by:

- A.** notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B.** establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- C.** notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in (a) above, and (ii) notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- D.** notifying Beaufort County within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- E.** imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- F.** making a good faith effort to continue to maintain a drug-free workplace for employees; and
- G.** requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (a) - (f).

If the proposed contractor is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to comply with the above drug-free workplace during the performance of the contract shall be grounds for suspension, termination or debarment.

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EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS
(VERSION 1, 1/5/90)

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 shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), 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, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B or the Regulations.
3. **Solicitations for Subcontractors, 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 shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the sponsor shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS
(VERSION 2, 4/23/90)**

The Contractor/tenant/concessionaire/lessee assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Contractors, this provision binds the Contractors from the bid solicitation period through the completion of the Contract.

**INSPECTION OF RECORDS - 49 CFR PART 18
(VERSION 1, 1/5/90)**

The Contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to the specific Contract for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.

**RIGHTS TO INVENTIONS - 49 CFR PART 18
(VERSION 1, 1/5/90)**

All rights to inventions and materials generated under this Contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this Contract is executed. Information regarding these rights is available from the FAA and the Sponsor.

**BREACH OF CONTRACT TERMS
SANCTIONS - 49 CFR PART 18
(VERSION 1, 1/5/90)**

Any violation or breach of the terms of this contract on the part of the Contractor or subcontractor may result in the suspension or termination of this Contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 515
VETERAN'S PREFERENCE
(VERSION 1, 1/5/90)**

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**TERMINATION OF CONTRACT - 49 CFR PART 18
(VERSION 1, 1/5/90)**

1. The Sponsor may, by written notice, terminate this Contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment

in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the Contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the Contract price shall be made as provided in paragraph 2 of this clause.
5. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS
(VERSION 2, 4/23/90)**

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this Contract, the Contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction Contract or subcontract which exceeds \$100,000.

**DAVIS-BACON REQUIREMENTS - 29 CFR PART 5
(VERSION 2, 4/23/90)**

(1) Minimum Wages.

- (l) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject also to the provisions of paragraph (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR part 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1) (ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

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

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

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(2) Withholding. The Federal Aviation Administration or the Sponsor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(I) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b) 2 (B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs

anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a) (3) (I) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3) (I) above and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph

(3) (ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(ii) The Contractor or subcontractor shall make the records required under paragraph (3) (I) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice permitted work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage

rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

- (5) **Compliance With Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a) (1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the Contract clauses in 29 CFR Part 5.5.
- (7) **Contract Termination: Debarment.** A breach of the Contract clauses in paragraph (1) through (10) of this section and paragraphs (1) through (5) of the next section below may be grounds for termination of the Contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance With Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**

- (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).
- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORKHOURS AND SAFETY STANDARDS
ACT REQUIREMENTS - 29 CFR PART 5
(VERSION 1, 1/5/90)**

- (1) **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph 1 above, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
- (3) **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration of the Sponsor shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

- (4) **Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4.
- (5) **Working Conditions.** No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.
- (6) **Veteran's Preference.** In the employment of labor (except in executive, administrative and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

WAGE RATES

Attached is one copy of the Department of Labor Decision covering approved minimum wage rates for your AIP Project. The Department of Labor wage rates should be made a part of the contract documents.

If superseding wage rates are received in our office a minimum of ten days prior to bid opening, the new rates will be applicable for this project, unless the FAA makes a determination that there is insufficient time to notify bidders.

It is the sponsor's responsibility to determine which schedule of classifications and rates is applicable to the project; however, we will assist if needed. Please insure that the copies included in the project specifications are clear and legible.

LABORER

Asphalt, Includes Asphalt	
Distributor, Raker, Shoverler, and Spreader.....	\$ 10.96
Colleton.....	\$ 10.16
Common or General	
Beaufort.....	\$ 10.15
Colleton.....	\$ 10.16
Georgetown, Hampton, Jasper.....	\$ 10.07
Newberry, Allendale,	
Bamberg, Barnwell.....	\$ 11.82
Orangeburg.....	\$ 12.63
Williamsburg.....	\$ 10.01
Luteman.....	\$ 11.71
Pipelayer.....	\$ 13.87
Traffic Control-Cone Setter	
Allendale, Bamber, Barnwell, Newberry,	
Orangeburg.....	\$ 12.98
Beaufort, Colleton, Georgetown, Hampton,	
Jasper, Williamsburg.....	\$ 12.84
Traffic Control-Flagger.....	\$ 11.68

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe	
Allendale, Bamberg, Barnwell, Newberry,	
Orangeburg.....	\$ 17.56
Beaufort.....	\$ 15.20
Colleton.....	\$ 17.78
Georgetown, Hampton, Jasper, Williamsburg.....	\$ 17.23
Bulldozer.....	\$ 20.12
Crane.....	\$ 16.62
Grader/Blade.....	\$ 16.62
Loader (Front End).....	\$ 15.51
Mechanic.....	\$ 18.22
Milling Machine.....	\$ 18.83
Paver	
Allendale, Bamberg, Barnwell, Newberry,	
Orangeburg, Williamsburg.....	\$ 15.01
Beaufort.....	\$ 14.96
Colleton, Georgetown,	
Hampton, Jasper.....	\$ 13.67
Roller.....	\$ 12.76
Screed.....	\$ 13.01
Tractor.....	\$ 13.26

TRUCK DRIVER

Dump Truck.....	\$ 12.00
Lowboy Truck.....	\$ 14.43
Single Axle, Includes Pilot Car.....	\$ 12.04
Tractor Haul Truck.....	\$ 16.25

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate

were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EQUAL EMPLOYMENT OPPORTUNITY - 41 CFR PART 60-1.4(b)

(VERSION 1, 1/5/90)

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**NOTICES TO BE POSTED PER PARAGRAPHS
(1) AND (3) OF THE EEO CLAUSE - 41 CFR PART 60-1.4(b)
(VERSION 1, 1/5/90)**

Equal Employment Opportunity is the Law - Discrimination is Prohibited by the Civil Rights Act of 1964 and by Executive Order No. 11246

Title VII of the Civil Rights Act of 1964 - Administered by:
The Equal Employment Opportunity Commission

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, by Employers with 15 or more employees, by Labor Organizations, by Employment Agencies, by Apprenticeship or Training Programs.

Any person who believes he or she has been discriminated against should contact:

The Equal Employment Opportunity Commission
1801 L Street NW.,
Washington, D.C. 20507

Executive Order No. 11246 - Administered by:
The Office of Federal Contract Compliance Programs

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of government. By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under and Federally Assisted Construction Contract, regardless of the number of employees in either case.

Any person who believes he or she has been discriminated against should contact:

The Office of Federal Contract Compliance Programs
U.S. Department of Labor
Washington, D.C. 20210

**NOTICE FOR SOLICITATIONS FOR BIDS
(BID NOTICE) - 41 CFR PART 60-4.2
(VERSION 1, 1/5/90)**

1. The Offereor's or Bidders's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	<u>30.7%</u>	<u>6.9%</u>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals, shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is Hilton Head Island and the Lowcountry Area of South Carolina.

REQUIRED REPORTS

1. Monthly Employment Utilization Report. This report is to be prepared on Form CC 257 (Rev. 9-78) and sent to the Area Office, Federal Contract Compliance Program (OFCCP) that serves the geographical area in which this project is located. The report is due by the fifth day of each month after work has commenced. The Contractor will be advised further regarding this report including the address of the OFCCP Area Office, at the pre-construction conference.
2. Annual EEO-1 Report. Contractors/subcontractors working on federally-assisted airport construction projects are required to file annually, on or before March 31, complete and accurate reports on Standard Form 100 (Employee Information Report, EEO-1). The first such report is required within 30 days after award unless the contractor/subcontractor has submitted such a report within 12 months preceding the date of award (the FAA or Department of Labor OFCCP can designate other intervals). This

form is normally furnished based on a mailing list, but can be obtained from the Joint Reporting Committee, 2401 East Street, N.W., Washington, D.C. 20507. This report is required if a contractor or subcontractor meets all of the following conditions.

- a. Nonexempt. Contractors/subcontractors are not exempt based on 41CFR 60-1.5, and
 - b. Number of Employees. Has 50 or more employees;
 - c. Contractor/Subcontractor. Is a prime contractor or first-tier subcontractor,
and
 - d. Dollar Level. There is a contract, subcontract, or purchase order amounting to \$50,000 or more or serves as a depository of government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes. Some subcontractors below the first-tier who work at the site are required to file if they meet the requirements of 41 CFR 60-1.7.
3. Records. The FAA or Department of Labor OFCCP may require a contractor to keep other records of employment and to furnish, in the form requested within reasonable limits, such information as necessary.

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED
CONSTRUCTION CONTRACTORS - 41 CFR 60-1.8
(VERSION 1, 1/5/90)**

1. A Certification of Nonsegregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

1. A Certification of Nonsegregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (41 CFR 60-4.3)
(VERSION 2, 4/23/90)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer Identification Number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a

Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability

of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in

training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings,

screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities, and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures

that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

END OF EEO SECTION

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GENERAL CONDITIONS

SECTION 10

Definition of Terms

Whenever 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 interpreted as follows:

- 10-01** **AASHTO.** The American Association of State Highway and Transportation Officials, the successor association to AASHO.
- 10-02** **Access road.** The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.
- 10-03** **Advertisement.** A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
- 10-04** **Airport Improvement Program (AIP).** A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
- 10-05** **Air operations area (AOA).** For the purpose of these specifications, 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.
- 10-06** **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; and airport buildings and facilities located in any of these areas, and includes a heliport.
- 10-07** **ASTM International (ASTM).** Formerly known as the American Society for Testing and Materials (ASTM).
- 10-08** **Award.** The Owner's notice to the successful bidder of the acceptance of the submitted bid.
- 10-09** **Bidder.** Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
- 10-10** **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.

- 10-11** **Calendar day.** Every day shown on the calendar.
- 10-12** **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 the work affected by such changes. The work, covered by a change order, must be within the scope of the contract.
- 10-13** **Contract.** The written agreement covering the work to be performed. The awarded contract shall include, but is not limited to: Advertisement, Contract Form, Proposal, Performance Bond, Payment Bond, any required insurance certificates, Specifications, Plans, and any addenda issued to bidders.
- 10-14** **Contract item (pay item).** A specific unit of work for which a price is provided in the contract.
- 10-15** **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.
- 10-16** **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.
- 10-17** **Contractor's laboratory.** The Contractor's quality control organization in accordance with the Contractor Quality Control Program.
- 10-18** **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.
- 10-19** **Drainage system.** The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
- 10-20** **Engineer.** The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering observation of the contract work and acting directly or through an authorized representative. For this project, ENGINEER refers to Talbert, Bright & Ellington, Inc., 3525 Whitehall Park Drive, Suite 210, Charlotte, NC 28273.

- 10-21 Equipment.** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- 10-22 Extra work.** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- 10-23 FAA.** The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his or her duly authorized representative.
- 10-24 Federal specifications.** The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.
- 10-25 Force account.** Force account work is planning, engineering, or construction work done by the Sponsor's employees.
- 10-26 Inspector.** An authorized representative of the Engineer assigned to make all necessary observations and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- 10-27 Intention of terms.** Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.
- Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
- 10-28 Laboratory.** The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer. Also referred to as "Engineer's Laboratory" or "quality assurance laboratory."
- 10-29 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.

- 10-30 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.
- 10-31 Materials.** Any substance specified for use in the construction of the contract work.
- 10-32 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.
- 10-33 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.
- 10-34 Passenger Facility Charge (PFC).** Per 14 CFR Part 158 and 49 USC § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.”
- 10-35 Pavement.** The combined surface course, base course, and subbase course, if any, considered as a single unit.
- 10-36 Payment bond.** The approved form of security furnished by the Contractor and his or her 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.
- 10-37 Performance bond.** The approved form of security furnished by the Contractor and his or her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
- 10-38 Plans.** The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.
- 10-39 Project.** The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
- 10-40 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.

- 10-41 Proposal guaranty.** The security furnished with a proposal to guarantee that the bidder will enter into a contract if his or her proposal is accepted by the Owner.
- 10-42 Runway.** The area on the airport prepared for the landing and takeoff of aircraft.
- 10-43 Specifications.** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
- 10-44 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.
- 10-45 Structures.** Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
- 10-46 Subgrade.** The soil that forms the pavement foundation.
- 10-47 Superintendent.** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- 10-48 Supplemental agreement.** A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.
- 10-49 Surety.** The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
- 10-50 Taxiway.** For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-51 **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.

10-52 **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.

END OF SECTION 10

Section 20

Proposal Requirements and Conditions

20-01 **Advertisement (Notice to Bidders).** See “Advertisement for Bids.”

20-02 **Qualification of bidders.** Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder’s past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the 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 his or her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder’s financial responsibility has changed, the bidder shall qualify the public accountant’s statement or report to reflect 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 he or she is prequalified with the State Highway Division and is on the current “bidder’s list” of the state in which the proposed work is located. Such 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 at the time of bid opening.

20-03 **Contents of proposal forms.** The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 **Issuance of proposal forms.** 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 prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- B. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- C. Documented record of Contractor default under previous contracts with the Owner.
- D. Documented record of unsatisfactory work on previous contracts with the Owner.

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

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

Boring logs and other records of subsurface investigations and tests may be available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all

assumptions, deductions, or conclusions which the bidder may make or obtain from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 **Preparation of proposal.** The bidder shall submit his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms 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 case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her 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 under the laws of which 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 his or her authority to do so and that the signature is binding upon the firm or corporation.

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

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

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

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

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

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

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

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

- A.** Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- B.** Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- C.** If the bidder is considered to be in “default” for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

END OF SECTION 20

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Section 30

Award and Execution of Contract

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

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

- A. If the proposal is irregular as specified in the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.
- B. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

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

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

Award of the contract shall be made by the Owner to the lowest, qualified bidder whose proposal conforms to the cited requirements of the Owner.

30-03 **Cancellation of award.** The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

30-04 **Return of proposal guaranty.** All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. 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 subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

- 30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.
- 30-06 Execution of contract.** The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.
- 30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.
- 30-08 Failure to execute contract.** Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the 15 calendar day period specified in the subsection 30-06 titled 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 liquidation of damages to the Owner.

END OF SECTION 30

Section 40

Scope of Work

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

40-02 **Alteration of work and quantities.** The Owner reserves and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by "Change Orders" issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer's opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. 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.

Supplemental agreements shall be approved by the FAA and shall include all applicable Federal contract provisions for procurement and contracting required under AIP. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds.

40-03 **Omitted items.** The Engineer may, in the Owner's best interest, omit from the work any contract item, except major contract items. 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 the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04

Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called "Extra Work." Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such 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 Engineer's opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner's best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. 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 the subsection 10-48 titled SUPPLEMENTAL AGREEMENT of Section 10.

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.

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 his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80. 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 the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

- B. With respect to his or her 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.

- C. When the contract requires the maintenance of vehicular traffic on 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 such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair 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. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

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 Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07

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

- A.** Use such material in another contract item, providing such use is approved by the Engineer and is in conformance with the contract specifications applicable to such use; or,
- B.** Remove such material from the site, upon written approval of the Engineer; or
- C.** Use such material for the Contractor's own temporary construction on site; or,
- D.** Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option A., B., or C., the Contractor shall request the Engineer's approval in advance of such use.

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

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

It is understood and agreed that the Contractor shall make no claim for delays by reason of his or her exercise of option A., B., or C.

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

40-08

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

END OF SECTION 40

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Section 50

Control of Work

50-01 Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA 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 Engineer 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 his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer 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. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer 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 Engineer's written orders.

For the purpose of this subsection, 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 Engineer'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 Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer 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. 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 Engineer for an interpretation and decision, and such decision shall be final.

50-04 **Cooperation of Contractor.** The Contractor will be supplied with two copies each of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional 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 Engineer and his or her

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 his or her 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 Engineer or his or her authorized representative.

50-05 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 so as 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 his or her contract and shall protect and save 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 his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 Construction layout and stakes. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer.

The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material

specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. Survey(s) and notes shall be provided in the following format(s): **AutoCAD release 2007 or later, and ASCII text.** In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations

Subgrade blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Roadways – minimum three (3) per station

Base Course blue tops at 25-foot (7.5-m) stations and 25-foot (7.5-m) offset distance (maximum) for the following section locations:

- a. Roadways – minimum three (3) per station

Pavement areas:

- a. Edge of Pavement hubs and tacks at 50-foot (30-m) stations.
- b. After finish paving operations at 50-foot (15-m) stations:
 - (1) All paved areas – Edge of each paving lane prior to next paving lot
- c. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- d. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet and manholes.
- e. Painting and Striping layout (pinned with 1.5 inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- f. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).

The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 **Automatically controlled equipment.** Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

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

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

50-09 **Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The Engineer 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 Engineer 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.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative

failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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 Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

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 the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, 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 Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due 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 shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

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 the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer 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 Engineer'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 deducted from monies due or to become due 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 Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer 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 Engineer 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 Engineer 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 Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. 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 Engineer 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 Engineer in writing of his or her 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 Engineer 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 Engineer 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 Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

END OF SECTION 50

Section 60

Control of Materials

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

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

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. 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 conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- A.** Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- B.** Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

- L-880 4-UNIT PAPI, FAA specification AC 150/5345-53 Airport Lighting Equipment Certification Program (current edition), and AC 150/5345-28G - Precision Approach Path Indicator (PAPI) Systems.
- L-850 Fixture Clear/Yellow Lens, FAA specification AC 150/5345-53 Airport Lighting Equipment Certification Program (current edition), and AC 150/5345-46D - Specification For Runway And Taxiway Light Fixtures.

- CAT I Capture Effect Glideslope With Shelter, FAA Order 6750.24E - Instrument Landing System and Ancillary Electronic Component Configuration and Performance Requirements.

60-02 **Samples, tests, and cited specifications.** Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer 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 Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests 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, will be made by and at the expense of the Engineer.

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, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. 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 Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of all test data shall be given to the Engineer 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 Engineer showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 **Certification of compliance.** The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance 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.

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 Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," 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.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

60-04

Plant inspection. The Engineer or his or her 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 Engineer conduct plant inspections, the following conditions shall exist:

- A. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.

- B. The Engineer 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 Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located 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 Engineer 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's field office.** Not required for this project.

60-06 **Storage of materials.** Materials shall be so stored as 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 Engineer. 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, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. 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 Engineer 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 his or her entire 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 Engineer.

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 Engineer 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

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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 his or her 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) is indicated as follows: new glideslope electrical service by the City of Monroe Energy Services.

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 Engineer.

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 Engineer, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal aid participation. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

70-07 Public convenience and safety. The Contractor shall control his or her operations and those of his or her 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 his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 Barricades, warning signs, and hazard markings. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under subsection 40-05.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-09 Use of explosives. When the use of explosives is necessary for the execution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1,000 feet (300 m) from the work or from any building, road, or other place of human occupancy.

The Contractor shall notify each property Owner and public utility company having structures or facilities in proximity to the site of the work of his or her intention to use explosives. Such notice shall be given sufficiently in advance to enable them to take such steps as they may deem necessary to protect their property from injury.

The use of electrical blasting caps shall not be permitted on or within 1,000 feet (300 m) of the airport property.

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 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 his or her own 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 save harmless the Engineer and the Owner and their officers, 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 his or her 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, his or her 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. Should it be 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 shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as depicted in the project drawings.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, 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 his or her expense.

The Contractor shall make his or her 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.

Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the Engineer's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, 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 his or her 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 the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, 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.

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 his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

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 Engineer.

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 Engineer 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 Engineer 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 his or her 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, his or her 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 his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her 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, bitumens, 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 his or her 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 Engineer. The Engineer 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 the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

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Section 80

Execution and Progress

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

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least **40** percent of the total contract cost.

Should the Contractor elect to assign his or her 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.

80-02 **Notice to proceed.** The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction 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 progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. 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 Engineer'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 Engineer at least 24 hours in advance of resuming operations.

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

80-04 **Limitation of operations.** The Contractor shall control his or her operations and the operations of his or her 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 his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

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; 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 the satisfactory conditions are provided. The following AOA 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: Runway 05-23.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction (see Special Provisions).

80-04.1 **Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. 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 Safety Plan Compliance Document 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 that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

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 Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer 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 be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from 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 others are authorized by the Engineer. 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 Engineer 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 Engineer 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 Engineer 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 subsection.

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 as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is 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 Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer 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, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become 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 or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

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

- A.** 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.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

80-08

Failure to complete on time. For each calendar day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum specified in the contract and proposal as liquidated

damages will be deducted from any money due or to become due the Contractor or his or her 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.

80-09

Default and termination of contract. The Contractor shall be considered in default of his or her 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 Engineer consider the Contractor in default of the contract for any reason above, the Engineer 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 Engineer 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 Engineer 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 Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her 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 Engineer 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 his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 400 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 75 feet of an active runway at any time.

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 Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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 Engineer.

Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

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.

In computing volumes of excavation the average end area method or other acceptable methods will be used.

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.

The term "ton" will mean the short ton consisting of 2,000 lb (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Engineer. 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 Engineer directs, and each truck shall bear a plainly legible identification mark.

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.

When requested by the Contractor and approved by the Engineer 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 Engineer and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Bituminous 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 or ASTM D633 for tars.

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 bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.

Cement will be measured by the ton (kg) or hundredweight (km).

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.

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.

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 by the Engineer in connection with force

account work will be measured as agreed in the change order or supplemental agreement authorizing such force account work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of this section.

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 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.

Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector 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 one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound (454 grams). The use of spring balances will not be permitted.

Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the inspector can safely and conveniently view them.

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.

Scales must be tested for accuracy and serviced before use at a new site. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.

Scales "overweighing" (indicating more than correct weight) will not be permitted to operate, and all materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of one-half of 1%.

In the event inspection reveals the scales have been underweighing (indicating less than correct weight), they shall be adjusted, and no additional payment to the Contractor will be allowed for materials previously weighed and recorded.

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.

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 Engineer. 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 the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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 the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 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 his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 **Payment for omitted items.** As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer 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 Engineer 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 Engineer'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 Engineer'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 Engineer'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 the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 **Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the Engineer, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

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

From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the

Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

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

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

- A.** The material has been stored or stockpiled in a manner acceptable to the Engineer at or on an approved site.

- B. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- C. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
- D. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled.
- E. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

90-08

Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 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 the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer 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 Engineer 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 Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer'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 the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 Project Closeout, 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 the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, 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. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.
- 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:
 - (1)** The Contractor's failure to conform to contract requirements; or
 - (2)** Any defect of equipment, material, workmanship, or design furnished by the Contractor.
- D.** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- E.** The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.
- F.** If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- G.** With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- H.** This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11

Project closeout. 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 Engineer approves the Contractor's final submittal. The Contractor shall:

- A. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- B. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- C. Complete final cleanup in accordance with subsection 40-08, FINAL CLEANUP.
- D. Complete all punch list items identified during the Final Inspection.
- E. Provide complete release of all claims for labor and material arising out of the Contract.
- F. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- G. When applicable per state requirements, return copies of sales tax completion forms.
- H. Manufacturer's certifications for all items incorporated in the work.
- I. All required record drawings, as-built drawings or as-constructed drawings.
- J. Project Operation and Maintenance (O&M) Manual.
- K. Security for Construction Warranty.
- L. Equipment commissioning documentation submitted, if required.
- M. Any remaining reports required by the NPDES General Stormwater Permit NCGO1000 (Construction Activities) between the last partial payment request and the final payment request

END OF SECTION 90

Section 100

Contractor Quality Control Program

100-01 General. When the specification requires a Contractor Quality Control Program, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed and accepted by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

Paving projects over \$250,000 shall have a Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Contractor, subcontractors, testing laboratories, and Owner's representative and the FAA prior to or at start of construction. The workshop shall address QC and QA requirements of the project specifications. The Contractor shall coordinate with the Airport and the Engineer on time and location of the QC/QA workshop.

100-02 Description of program.

a. General description. The Contractor shall establish a Quality Control Program to perform quality control inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical

specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

b. Quality Control Program. The Contractor shall describe the Quality Control Program in a written document that shall be reviewed and approved by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review and approval at least 5 calendar days before the preconstruction conference. The Contractor's Quality Control Plan and Quality Control testing laboratory must be approved in writing by the Engineer prior to the Notice to Proceed (NTP).

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization
- b. Project progress schedule
- c. Submittals schedule
- d. Inspection requirements
- e. Quality control testing plan
- f. Documentation of quality control activities
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met

The Contractor is encouraged to add any additional elements to the Quality Control Program that is deemed necessary to adequately control all production and/or construction processes required by this contract.

100-03 Quality control organization. The Contractor Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of paragraph 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway

construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional Engineer with one (1) year of airport paving experience.
- (2) Engineer-in-training with two (2) years of airport paving experience.
- (3) An individual with three (3) years of highway and/or airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with five (5) years of highway and/or airport paving experience.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. Quality control technicians. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of two (2) years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by subsection 100-06.
- (2) Performance of all quality control tests as required by the technical specifications and subsection 100-07.
- (3) Performance of density tests for the Engineer when required by the technical specifications.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in

a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 Project progress schedule. The Contractor shall submit a coordinated construction schedule for all work activities. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration.

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

100-05 Submittals schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number
- b. Item description
- c. Description of submittal
- d. Specification paragraph requiring submittal
- e. Scheduled date of submittal

100-06 Inspection requirements. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by subsection 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

a. During plant operation for material production, quality control test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and used.

b. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating

condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and used.

100-07 Quality control testing plan. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (for example, P-401)
- b. Item description (for example, Plant Mix Bituminous Pavements)
- c. Test type (for example, gradation, grade, asphalt content)
- d. Test standard (for example, ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)
- e. Test frequency (for example, as required by technical specifications or minimum frequency when requirements are not stated)
- f. Responsibility (for example, plant technician)
- g. Control requirements (for example, target, permissible deviations)

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by subsection 100-08.

100-08 Documentation. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Review of quality control tests
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description
- (2) Test designation
- (3) Location
- (4) Date of test
- (5) Control requirements
- (6) Test results
- (7) Causes for rejection
- (8) Recommended remedial actions
- (9) Retests

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-09 Corrective action requirements. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-10 Surveillance by the Engineer. All items of material and equipment shall be subject to surveillance by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the Engineer at the site for the same purpose.

Surveillance by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-11 Noncompliance.

a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or his or her authorized representative to the Contractor or his or her authorized representative at the site of the work, shall be considered sufficient notice.

b. In cases where quality control activities do not comply with either the Contractor Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

END OF SECTION 100

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SECTION 105

Mobilization

- 105-1** **Description.** This item shall consist of work and operations, 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.
- 105-1.1** **Posted notices.** Prior to commencement of construction activities the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.
- 105-2** **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 90-11, the final 10%.

END OF SECTION 105

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PROJECT SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall take no advantage of any apparent error or omission in the Bidding or Contract Documents. In the event the Bidders discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

Bidders shall promptly notify the OWNER in writing of any concerns or problems they discover upon examination of the Site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for clarification and forward the same to the appropriate address below. Spoken questions will not be answered; only written questions will be answered. Any interpretation, correction or change of the Bidding Documents will be made only by Addenda. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

The deadline for submitting written requests for clarification shall be 5:00 PM on Tuesday October 16, 2018.

Address questions to:

Patrick Turney
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
Fax: (704) 426-6080
pturney@tbeclt.com

PRE-BID CONFERENCE

A Pre-Bid Conference will be held for this project on Thursday, October 11, 2018 at 3:00 p.m. (local time) at the Hilton Head Island Airport ARFF Station Training Room, 35 Summit Drive, Hilton Head Island, South Carolina. ***It is strongly recommended that all prospective bidders have a qualified representative at this Pre-Bid Conference.***

GENERAL REQUIREMENTS - SCHEDULE OF WORK

It is the intent of the OWNER and these specifications that the Hilton Head Island Airport will remain open to air traffic during most of the work accomplished under this project. For this reason, ***the Contractor will be required to submit for approval a***

detailed Schedule of Work to the ENGINEER three days prior to the Preconstruction Conference for each schedule(s) of work. After the ENGINEER approves the progress schedule, the Contractor will be required to follow the approved schedule of work unless deviations therefrom are approved by the ENGINEER.

The Contractor's attention is directed to the following requirements in developing his Schedule of Work:

1. Unless stated specifically otherwise in the Contract Documents, all plant sizes and quality shall comply with ANSI Z60.1 American Standard for Nursery Stock.

All planting installation specifications shall comply with ANSI A300 Part 6, Tree, Shrub, and Other Woody Plant Management (Planting and Transplanting).

2. All trees shown in past tense as "TRIMMED TREE" or "REMOVED TREE" on the Runway 3 Approach Tree Obstruction Removal and the Runway 21 Approach Tree Obstruction Removal plan sheets have already been trimmed or removed under a previous contract.
3. The purpose of the Schedule of Work is to assure a safe area of operation for the Contractor and Airport traffic, maintenance of traffic on the taxiways and runways adjacent to the construction areas, and performance of the construction in an acceptable manner and time frame.
4. The Contractor shall make his own estimate of the difficulties involved in arranging the work to comply with the above requirements and shall not claim any added compensation by reason of delay or increased cost due to these requirements.
5. The schedule shall include, but is not limited to, approximate dates and exact time intervals for performing each work task, subschedules for shop drawing submittals, review times, procurement schedules, and delivery dates.

NOTAMS

The Airport will issue the necessary NOTAMS to reflect hazardous conditions. It is important that NOTAMS be kept current and reflect the actual conditions with respect to construction situations. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.

CONSTRUCTION LAYOUT AND CONTROL

The ENGINEER has furnished control points for horizontal control and bench marks for vertical control as shown on the plans. It shall be the Contractor's responsibility to layout the work from these points and to provide all other measurements to ensure positive horizontal and vertical control of the work. All survey work shall be performed under the supervision of a Registered Land Surveyor or a Registered Professional Engineer, in the State of South Carolina, by a qualified instrument man, rodman, and chainman with instruments and equipment subject to the approval of the ENGINEER.

RECORD DRAWINGS

The Contractor will also be required to maintain a set of as constructed plans on the project at all times, noting any changes, deviations, etc., with the responsibility to furnish the OWNER, at the completion of the project, a set of as constructed plans. These as constructed plans shall be delivered to the ENGINEER prior to final acceptance.

ACCESS ROADS

Access roads to be used under this Contract shall be those designated and approved by the ENGINEER. In general, the Contractor shall confine his equipment and hauling where practical to existing roads on the Airport, as shown in the plans. If existing pavement is damaged by the Contractor's hauling operations, it shall be repaired to its original condition at the Contractor's expense. Access roads across turfed areas shall be repaired, scarified, seeded, mulched, and fertilized at the Contractor's expense. Hauling or moving operations will not be permitted without express permission of the ENGINEER. Metal track vehicles will not be permitted to operate on or across existing pavement without protective matting to prevent marring of the pavement surface. Access roads shall be constructed as required. All costs associated with supplying, constructing, maintaining and restoring temporary haul roads shall be included in the lump sum price bid for "Mobilization."

ENGINEER'S AND RESIDENT PROJECT REPRESENTATIVE'S FIELD OFFICE

A field office is not required for to be provided by the Contractor for this project.

SITE CLEANUP

All spillage in active air operation areas shall be cleaned up immediately. The contractor shall have a power broom available on site at all times. During any operation involving work with equipment or hauling on runways or taxiways, Contractor shall also have a vacuum/sweeper truck on site.

The Contractor shall keep all active airfield pavements clear of all debris, stones, etc., during construction. Contractor shall visually inspect active airfield pavement after each crossing by vehicles during hauling operations.

The acceptability of pavement cleanup is at the sole discretion of the Airport. The Contractor shall sweep and vacuum pavement areas until the cleanup is satisfactory to the Airport. The Contractor shall be prepared to assign necessary manpower and equipment to complete cleanup prior to the scheduled re-opening of the active area.

DUST CONTROL

It is the intent of these specifications that the Contractor will, by watering, chemicals, vegetation, or other means, prevent the occurrence of dust which will be objectionable to the residents of the area or violate existing laws or regulation or cause hazards to air traffic.

GROUND COVER REQUIREMENTS

The angle for grading slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. Temporary stabilization is required within 14 days after construction activity is complete unless construction activity is going to resume within 21 days. Cover seeded areas with an appropriate mulch to provide protection from the weather. Permanent ground cover will be provided for all disturbed areas within 14 days (per South Carolina Department of Health and Environmental Control guidelines). The Contractor shall be responsible for obtaining soil tests of the areas to be seeded and mulched in advance of performing seeding and mulching work in order to determine fertilizer type and application rate and lime application rate. The costs associated with obtaining the soil tests shall be incidental to the project. The contractor shall provide to the engineer a copy of the certified soil tests confirming the date of the tests, the test results and the fertilizer and liming recommendations at least 48 hours prior to commencing seeding and mulching.

TESTING – GENERAL

All testing required by the Contract specifications for acceptance of the work (except as noted in the individual specification sections and as explained below) will be initiated by the ENGINEER with the full cooperation of the Contractor. Testing will be scheduled after the Contractor confirms to the ENGINEER that an area is ready for testing. An independent testing laboratory will be used on the project, which laboratory technicians will be under the direction of the Resident Project Representative. There is no cost to the Contractor for testing under this heading (except as noted in the individual specifications section and as explained below).

The Contractor will be required, at his expense, to furnish proposed job mix formulas for the asphalt pavement, crushed aggregate base course, structural concrete, and other materials for which a job mix formula is required by the Engineer, to the ENGINEER for his approval at least thirty (30) days prior to the proposed date for use. The Contractor may utilize another independent testing laboratory or the testing laboratory designated for this project, at his discretion, to develop the job mix formulas. If the testing laboratory designated for this project is not used for the development of the job mix formulas, the Contractor may be requested to submit the necessary materials to the designated laboratory for verification and **will be** required to furnish all required test data, graphs, etc., as required and specified in the item specifications. The cost for the materials and delivery of these items shall be included in the unit costs for the applicable items under this Contract.

The Contractor will also be required to furnish a nuclear density gauge for use on this project during paving. This gauge shall be operated by a trained laboratory technician to provide for continuous monitoring of paving operations and their conformance with the specifications. The cost of furnishing the nuclear density gauge and trained laboratory technician shall be borne by the Contractor. The nuclear gauge is to be used as an aid in construction operations; the OWNER will not use nuclear gauge test results to determine acceptance and/or rejection of the material.

NOTE: *The Contractor will be required to pay for all retests of failing quality acceptance tests taken throughout the project which are performed by the testing laboratory after the ENGINEER has been notified by the Contractor that the item is ready for testing.* Testing to be done during construction is indicated for each bid item in the individual sections. ***The Contractor shall also be required to pay for all testing services costs if one or more tests have been scheduled as a result of the Contractor's confirmation that an area is ready for testing, and the Owner's testing laboratory is unable to perform the scheduled test(s) due to the area not actually being ready for testing, or any other reasons caused by the Contractor.***

PROGRESS MEETING

Weekly Progress Meetings will be held throughout the project. The purpose of these meetings will be to update the Engineer and Owner on the project schedule and progress. The Contractor will be required to have a qualified representative at each of these meetings. The Owner/Engineer reserve the right to schedule additional progress meetings as deemed necessary.

SHOP DRAWINGS

The Contractor is responsible for the preparation of detailed shop drawings necessary for the fabrication, erection and construction of all parts of the work in conformity with

the Contract Documents. ***Six (6) copies of shop drawings shall be submitted to the ENGINEER in accordance with the procedures herein described.***

“Shop Drawings,” wherever referred to, shall be defined as drawings, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated and/or installed.

Where it is difficult to provide shop drawing transparencies such as for “catalog cuts,” “brochures” or “photographs,” the Contractor shall submit a minimum of six (6) copies of such “cuts,” “brochures” or “photographs.” Additional copies shall be supplied when required by the ENGINEER.

All submissions of shop drawings, brochures and catalog cuts shall be accompanied by a transmittal letter listing the drawings submitted by number and title.

Each reproducible shop drawing shall contain title block with the following information provided:

- A.** Number and title of drawing, including contract number.
- B.** Date of drawing or revisions.
- C.** Name of Contractor or subcontractor submitting drawings.
- D.** Project number.
- E.** Specification section title and number.
- F.** Space above the title block for ENGINEER'S stamp.
- G.** Submission number (whether first, second, third, etc.).

Each shop drawing shall have listed on it all contract references, drawing number, plus shop drawing numbers on related work by other subcontractors, if available.

Non-reproducible shop drawings shall be submitted with a cover sheet containing all of the information required on reproducible shop drawings.

Shop drawings shall be complete in every detail, including a location plan relating the work to space identification and column numbers. Material, gauges, method of fastening, size and spacing of fastenings, connections with other work, cutting, fitting, drilling, and any and all other necessary information as per usual trade practice or as required for any specific purpose must be clearly shown.

The Contractor shall check and approve all shop drawings to make sure that they conform to the drawings, specifications, and other contract requirements, and correct the drawings found to be inaccurate or otherwise in error. The Engineer will not accept any submittal or shop drawing sent directly from a supplier or subcontractor. All submittals and shop drawings shall be transmitted to the Engineer from the Contractor after he has made a thorough review of each one and determined to be ready for review by the Engineer.

The Contractor shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all subcontractors.

Shop drawings, at the time of submission, shall bear the signature of the Contractor's checker, date and stamp of approval for submission to the ENGINEER as evidence that such drawings and/or details have been reviewed, checked and approved by the Contractor. Drawings submitted without such stamp of approval will be returned to the Contractor unapproved and will require resubmission. In such event, it will be deemed that the Contractor has not complied with the requirements of this subsection and shall bear the risks of delays as if no drawings or details had been submitted. Both sepia and prints must bear Contractor's stamp.

The Contractor, by approving and submitting shop drawings, represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed and coordinated the information in the shop drawings with the requirements of the work and the contract documents.

At the time of submission, the Contractor shall inform the ENGINEER in writing of any deviation in the shop drawings or samples from the requirements of the contract documents.

The ENGINEER will review and approve shop drawings and samples with reasonable promptness so as to minimize delay, but only for conformance with the design concept of the contract and with the information given in the contract documents. The ENGINEER'S approval of a separate item shall not indicate approval of an assembly in which the item functions. The ENGINEER will return the shop drawings transparency/sepia to the Contractor for his use and distribution.

The ENGINEER'S approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the ENGINEER in writing of such deviation at the time of submission and the ENGINEER has given written approval to

the specific deviation, nor shall the ENGINEER'S approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No materials shall be ordered and no portion of the work requiring shop drawings or sample submission shall be commenced until the submission has been approved by the ENGINEER. All such materials and portions of work shall be in accordance with approved shop drawings and samples.

The Contractor shall, when requested by the ENGINEER in writing, submit additional shop drawings to those required by the technical specifications or special provisions.

Prior to final acceptance of the work, the Contractor shall deliver to the ENGINEER three (3) copies of all approved shop drawings incorporating all notations made on the approved submittal.

The Contractor shall deliver to the ENGINEER three (3) complete sets of all maintenance manuals, parts list, operating instructions and other necessary documents required for all installed materials, equipment, or machinery. Such documents shall be furnished concurrently with the installations of the respective materials, equipment, or machinery. All shop drawings submitted by the Contractor and approved by the ENGINEER become part of the contract documents.

ADDENDA

All Addenda will be mailed to all Bidders of Record. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

SUBSURFACE INVESTIGATION

A subsurface investigation has not been completed for this project. The Contractor shall make his own assumptions and complete his own subsurface investigations, if necessary, to satisfy himself as to the character, quality and quantities of work to be performed.

AWARDING OF CONTRACT

The OWNER shall award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsible, responsive Bidder of Bidders, as required by South Carolina General Statutes. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class

of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The Owner will also not consider a bid proposal from, and will not execute a Contract with, any Contractor which it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Owner reserves the right to reject as non-responsible bids of contractors which have a demonstrated history on Owner contracts of unsatisfactory performance including but not limited to failure to meet deadlines, complete work according to contract amounts and assessment of liquidated damages. The Owner also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

CONTRACT BONDS

Within ten days of notification of award of the contract, the Contractor shall secure and post a Performance Bond and Labor and Material Bond, each in the amount of 100% of the Total Contract Sum. All such bonds shall be issued by a surety acceptable to the Owner. The Owner shall be named as the beneficiary. Cash bonds will not be accepted.

NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of the executed Contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the ENGINEER. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation and consequently not being allowed to begin work on the project will not be sufficient grounds for an extension of the Contract Period.

MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project. Such restoration shall be at no additional cost to the Owner.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Owner responsible in any way for occurrences of same.

EXISTING UTILITIES

The Contractor is responsible for contacting all involved utility owners and advising them of the effect of this project on their respective utility. Construction plans and anticipated construction schedules shall be provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

When the Contractor's controlling operations are halted due to the failure of a utility owner to relocate or adjust a utility after being properly notified by the Contractor, the contract period will be extended by the amount of time the Contractor's controlling operations have been delayed while awaiting for the relocation or adjustment.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

WINTER WEATHER SHUT DOWN

In the event inclement winter weather causes the Contractor's progress to become unsatisfactory in the opinion of the Engineer and Owner, the Owner maintains the right to issue one or more temporary winter weather shut downs until weather conditions improve over a significant enough time period to allow satisfactory progress to be made by the Contractor.

If the Owner or Engineer issues a written temporary winter weather shut down, the Contractor shall re-open any temporarily closed airfield areas identified by the Engineer, shall provide any temporary measures to ensure safe movement and operation on the airfield by aircraft, and shall then cease any further work after being notified in writing of the shut down. The contract time will be stopped by the Owner during the temporary winter weather shut down, and will not re-start until the temporary winter weather shut down is terminated by the Owner or Engineer in writing and the Contractor resumes work. The Contractor shall resume work no later than ten (10) calendar days after the date of the written termination of the temporary winter weather shut down issued by the Owner or Engineer.

The Contractor will not be paid separately for any de-mobilization, re-mobilization or idle equipment/personnel costs as a result of the temporary winter weather shut down. The Contractor shall also be responsible for all required maintenance of sediment and erosion control measures during the temporary winter weather shut down at no additional cost to the Owner. All such costs and other incidentals incurred by the Contractor during the temporary winter weather shut down shall be incidental to the Contract and shall be included in the Contractor's bid proposal.

TAXES AND LICENSES

South Carolina sales and/or use taxes are applicable to purchases of construction materials and other tangible personal property by Contractors for use in performing county contracts. Use tax is also due on construction equipment brought into South Carolina for use in the performance of City contracts (S.C. Revenue Laws, S.C. Code 12-35-810). Contractors are liable for payment of applicable franchise, corporate income, license and withholding taxes.

EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the project.

The Contractor shall indemnify and hold harmless the Owner for any penalties imposed against the Owner by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Owner or local or state agency. If the Contractor fails to correct the deficiencies within 24 hours after notification, the Owner will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The costs for installing, maintaining for the duration of the project, and removing erosion and sedimentation devices shall be included in the respective items of work provided in the Contract.

HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

When the Contractor's operations encounter or expose any abnormal condition that may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Owner shall be notified immediately. Upon notification by the Contractor, the Owner will investigate the work, and if hazardous, contaminated, and/or toxic materials are found, suspend the work in accordance with Section 80-07. The presence of barrels; old or abandoned underground storage tanks, and discolored earth, metal, wood, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or anything else that appears abnormal may be indicators of hazardous, contaminated, and/or toxic materials and shall be treated with extraordinary caution as they are evidence of abnormal conditions. The Contractor's operations shall not resume until so directed by the Engineer.

OSHA REQUIREMENTS

The Contractor shall comply with OSHA 1926, regulations applicable to the work.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance in the amounts and coverage listed in the contract documents. The Contractor shall at the time of execution of the contract, file with the Owner, the Certificate of Insurance showing proof of coverage as required by this contract. All Certificates supplied in accordance with this provision shall contain a cancellation clause that in the event of a material change or cancellation, thirty (30) days prior written notice shall be given to the Owner. A statement shall appear on the Certificate of Insurance and shall read:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner (or the ENGINEER) or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts. The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified in the specifications.

The Contractor is advised that if any part of the work under the Contract is sublet, he should require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the project, including any that are sublet.

When certain work is to be performed inside rights-of-way owned by railroads, South Carolina Department of Transportation or other agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

PRECONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled as soon as practicable after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers, a proposed progress schedule in a form satisfactory to the ENGINEER and a statement of the anticipated monthly progress payments showing the percent of progress each month. The Contractor shall also provide at least two (2) telephone numbers which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the ENGINEER. The Contractor is also required to have the prospective job superintendent attend the preconstruction conference.

CONTRACTOR REQUIRED INFORMATION

The Contractor is required to submit a resume for any and all superintendents to be over the project throughout the duration of the project. The resumes shall be submitted to the Engineer and Airport at the preconstruction meeting.

At any time a new superintendent is used for the project which a resume was not submitted, a resume shall be submitted to the Engineer and Airport prior to his/her work on the project.

A list of all employees and subcontractors to work on the project site shall be submitted to the Engineer and Airport. The list should include all subcontractors working directly or indirectly for the prime Contractor and the amount each subcontractor is being paid. This list shall be provided to the Engineer and Airport at the preconstruction conference. The Contractor shall maintain a list of all employees and subcontractors working on the project for the duration of the project.

At any time a new employee or subcontractor is used for the project, an updated list shall be submitted to the Engineer and Airport prior to that employee or subcontractors working starting on Airport property.

CONTRACTOR COMMUNICATION - CONSTRUCTION OBSERVATION OF WORK

The Contractor shall be responsible for the duration of the project to maintain communication with the Engineer and Resident Project Representative on construction work activities for this project. During single-day or multiple-day periods, when the Contractor determines work will not occur for any reason other than forecasted precipitation, he/she shall notify the Engineer and Resident Project Representative in

writing a minimum of twenty-four (24) hours in advance of no work occurring. Failure on the part of the Contractor to provide such minimum advance notice will be grounds for assessment of additional liquidated damages by the Owner as follows.

An amount of \$1,200.00 per calendar day shall be deducted from any money due the Contractor for each calendar day of advance notification failure described above, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is to liquidate damages incurred by the Owner for additional Construction Observation services caused by the Contractor, and such deductions are not to be considered as penalties. These deductions are in addition to any other liquidated damages that may be assessed by the Owner provided for elsewhere in the Contract.

PERIODIC PAYMENTS

The Owner will make periodic payments based on the progress of the work and the payment request submitted by the Contractor. Payment requests shall be submitted on the forms provided by the Owner. Payment will be made within twenty (20) calendar days after receipt of a correct payment request.

Partial payment requests submitted at the end of a quarter, fiscal year, or final payment, shall be accompanied by a South Carolina Local Sales or Use Tax Statement for the prime contractor and all subcontractors. Payment requests and tax statements shall be submitted on the forms provided by the Owner. The tax statement shall show the S.C. Sales Tax and Beaufort County tax paid. It shall also list any payments made directly to the South Carolina Department of Revenue. If no tax has been paid during the pay request period, "NONE" shall be entered on the tax form. Each statement shall be signed by a company officer and certified by a Notary Public.

An amount equal to ten percent (10%) of the total amount due on payment requests will be deducted and retained. Any reduction of retainage below ten percent (10%) will be strictly at the discretion of the ENGINEER and with consent of surety. The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the ENGINEER, or for other good and sufficient reason.

Payment will be made on ninety percent (90%) of materials on hand stored on the project site or in a bonded warehouse. Requests for payment of materials on hand shall be accompanied by the original supplier's invoice and proof of insurance coverage of the storage facility in accordance with requirements of Section 90-07.

QUANTITY TICKETS

Quantity tickets for items not measurable in place shall be submitted to the Resident Project Representative within seventy-two (72) hours after receipt of the material on the

job. Each ticket shall indicate the date, contractor, job location and name, quantity of material, truck number, and signature of the contractor or his authorized representative. No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and submittal of tickets to the Resident Project Representative.

GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Owner and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Owner. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the warranty provisions shall have an extended warranty period of twelve (12) months for repair of the item.

PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final payment request:

1. Consent of Surety to Final Payment (See Appendix "B")
2. Contractor's Affidavit of Payment of Debts and Claims (See Appendix "B")
3. Contractor's Affidavit Of Release (Waiver) Of Liens (See Appendix "B")
4. South Carolina and Beaufort County Sales or Use Tax Statements and Certifications (See Appendix "B")
5. Project Record Drawings
6. Final DBE Report Marked "FINAL" Documenting Total Payment Amounts Made to All Certified DBE Vendors as Required by "Disadvantaged Business Enterprise Policy" section of the Specifications.

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

LIQUIDATED DAMAGES

The liquated damages for the project shall include all time based damages as proposed in the plans and specifications.

The total sum of all liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the OWNER should the Contractor fail to complete the work in the time provided in his/her Contract.

END OF PROJECT SPECIAL PROVISIONS

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TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. Protection of trees and understory plants designated to remain.
2. Repair of trees damaged during construction operations.
3. Penalties and mitigation for trees removed or damaged beyond repair.

B. Related Sections

1. Section 02950 - Tree, Plants, and Groundcovers

1.2 QUALITY ASSURANCE

A. Qualifications: repair of tree damage shall be done by or under the supervision of a tree surgeon who is a member of the International Society of Arboriculture.

B. Pre-Work Conference - Review on site with Landscape Architect:

1. Trees to remain and to protect.

PART 2 - PRODUCTS

2.1 MATERIALS

PART 3 - EXECUTION

3.1 PROTECTION OF EXISTING TREES TO REMAIN

A. Protect existing trees to remain against injury or damage. Protect roots out to 3 feet beyond tree drip line. Protect against:

1. cutting or breaking of roots or limbs
2. skinning of roots, trunks, or branches
3. smothering or compacting by stockpiling construction materials or excavation materials within drip line
4. excess foot or vehicular traffic within drip line.

B. Protect existing understory colonizers exemplified by, but not limited to, yaupon holly, wax myrtle, sparkleberry and sweetbay magnolia. Carefully remove only weed trees and invasive wild vine material.

3.2 REPAIR OF TREES INJURED DURING CONSTRUCTION

A. Repair damaged trees promptly to prevent progressive deterioration caused by damage.

- B. Repairs to trees damaged during construction shall be at Contractor's expense.
- C. Repair trees injured during construction according to standard arboricultural techniques recognized by International Society of Arboriculture.
- D. Remove trees damaged beyond satisfactory repair as determined by Landscape Architect. Refer to PENALTIES AND MITIGATION in this section for loss of trees to remain.
- E. Temporarily cover roots exposed during construction with wet burlap to prevent roots from drying out. Cover roots with earth as soon as possible.

3.3 PENALTIES AND MITIGATION

- A. Penalty values and mitigation shall be determined by Landscape Architect based on each tree's species, pre-construction condition, and site importance.
- B. For each caliper inch of tree removed or damaged, a penalty of the actual and verified replacement, shall be paid by the Contractor (ie. penalty for one 12 inch caliper tree removed that is replaced by a 4" caliper tree will be the cost for planting back the remaining 8" of caliper).
- C. Species Substitution: Obtain Landscape Architect's approval prior to substitution of tree species.
- D. Plant trees at location indicated by Landscape Architect. Plant the trees according to methods specified in Section 02950.
- E. Contractor shall notify Landscape Architect of any tree, whose trunk is within 10 feet of proposed footings or underground utilities. If so designated by Landscape Architect, these trees will be exempt from these penalties and mitigation. Use reasonable precautions to preserve these trees.

END OF SECTION 01530

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide all planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents.
- B. These specifications include standards necessary for and incidental to the execution and completion of planting, including hauling and spreading of topsoil, and finished grading as indicated on the prepared drawings and specified herein.
- C. Protection of existing features. During construction, protect all existing trees, shrubs, and specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the landscape architect or owner's representative.
- D. Section Includes:
 - 1. Selective Grubbing
 - 2. Erosion Control Mat
- E. Related Sections:
 - 1. Division I: General Requirements
 - 2. Section 01530: Tree and Plant Protection
 - 3. Section 02200: Earthwork
 - 4. Section 02950: Trees, Shrubs and Groundcovers

1.2 APPLICABLE STANDARDS

- A. *American National Standards for Tree Care Operations, ANSI A300.* American National Standards Institute, 11 West 42nd Street, New York, NY 10036.
- B. *American Standard for Nursery Stock, ANSI Z60.1* American Nursery and Landscape Association, 1250 Eye Street, NW, Suite 500, Washington, DC 20005.
- C. *Hortus Third*, The Staff of the L.H. Bailey Hortorium. 1976. MacMillan Publishing Co., New York
- D. All standards shall include the latest additions and amendments as of the date of advertisement for bids.

1.3 QUALIFICATIONS

- A. Landscape planting and related work shall be performed by a qualified landscape professionals with a minimum of ten years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be able to demonstrate expertise in plant communities of a similar nature, provide a record of (3) completed and successful projects of a similar nature, and be approved by the landscape architect.

1.4 REQUIREMENTS OF REGULATORY AGENCIES

- A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect, or owner's representative, prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

1.5 SUBMITTALS

- A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils.
- B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb.) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
- C. Plant Photographs: Submit color photographs of representative specimens of each type of tree and shrub on the plant list. Photos shall be 75 x 125 mm (3 x 5 in.) taken from an angle that depicts the size and condition of the typical plant to be furnished. A scale rod or other measuring device shall be included in the photograph. For species where more than 20 plants are required, include a minimum of three photos that show the average plant, the best quality plant, and the worst quality plant to be provided. Label each photograph with the plant name, plant size, and name of the growing nursery.
- D. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
- E. Soil Test: Submit a soil test analysis report for each sample of topsoil and planting mix from a soil test laboratory approved by the landscape architect.

- 1. Provide a particle size analysis, including the following gradient of mineral content:

<u>USDA Designation</u>	<u>Size in mm</u>
Gravel	+2 mm
Very course sand	1-2 mm
Coarse sand	0.5 - 1mm
Medium sand	0.25 - 0.5 mm
Fine sand	0.1 - 0.25 mm
Very fine sand	0.05 - 0.1 mm
Silt	0.002 - 0.05 mm
Clay	smaller than 0.002 mm

- 2. Provide a chemical analysis, including the following:
 - a. pH and buffer pH
 - b. Percentage of organic content by oven-dried weight.
 - c. Nutrient levels by parts per million, including phosphorus, potassium, magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations of horticultural plants.
 - d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.

- e. Cation exchange capacity (CEC).

1.6 QUALITY ASSURANCE

- A. Qualifications: Perform Site Preparation operations in accordance with local codes and industry safety standards.
- B. Topsoil Analysis Tests: Performed by State Agricultural Experiment Station, Soil and Water Conservation District, State University, or other qualified private testing laboratory, approved by the landscape architect or the owner's representative.
- C. Pre-Construction Conferences - Review on site with landscape architect and the owner's representative:
1. Vegetation to remain in "selective, clear and grub" areas.
 2. General layout of all existing turf and plant bed areas.
 3. Invasive vines and weeds to be removed marked for review and approval.

1.7 UTILITY VERIFICATION

- A. Contact the Utility Protection Center (3) three days prior to beginning any land disturbance. Toll free phone number is 1-800-721-7877.
- B. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

1.8 SCHEDULING

- A. Perform site preparation before start of site construction. Alert the owner's representative and The Town of HiltonHead, proceed with instructions from those authorities for a proper protection and job security for all work within the Summit Drive coordidor.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Mulch: Pinestraw Mulch as specified in Section 02950.
- B. Erosion Control Blanket: The Blanket shall be composed of 100% coconut fiber encased in heavyweight, UV stabilized, top and bottom nets. The components are sewn together on 1.5 inch centers with black polypropylene tread to ensure long lasting durability. Minimum roll width shall be 4' and filler weight to be a minimum of .5 lbs./sq. yd.
- C. Plants: Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug (during the most recent favorable harvest season).
- a. All plant names and descriptions shall be as defined in *Hortus Third*.
 - b. All plants shall be grown and harvested in accordance with the *American Standard for Nursery Stock*.

- c. Unless approved by the landscape architect, plants shall have been grown at a latitude compatible with the latitude and cold hardiness zone of the planting location.
2. Unless specifically noted, all plants shall be of specimen quality, exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionable vigorous, well-branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
 - a. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs of 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
3. Plants shall conform to all the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball or container size and root growth shall be increased in proportion to the size of the plant.
 - a. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 50% of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the *American Standards for Nursery Stock*, shall be rejected.
4. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
5. The plant list on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
6. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.
7. Selection and Tagging:
 - a. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.

- b. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgement, sufficient quantities of plants are not available for inspection
 - c. Clint may request landscape architect to select and tag plants at their place of growth. For distant material, photographs may be submitted for pre-inspection review.
 - d. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.
8. Anti-Desiccants
- a. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.
9. Balled and Burlapped (B&B) Plant Materials
- a. Trees designated as B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the *American Standard for Nursery Stock*. Balls shall be firmly wrapped with nonsynthetic, rottable burlap and secured with nails and heavy, nonsynthetic, rottable twine. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting. After the tree is set and secured in the soil, any nails and twine at the root collar shall be cut and removed to assure no girdling of the tree occurs.
10. Container Plants
- a. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the *American Standard for Nursery* and be free of circling roots on the exterior and interior of the root ball.
 - b. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium and of the size specified.
 - c. Container plants shall not be root bound or have any densely matted root areas glazing the container sides or bottoms.
11. Bareroot and Collected Plants
- a. Plants designated as bareroot or collected plants shall conform to the *American Standard for Nursery Stock*.
 - b. Bareroot material shall not be dug or installed after bud break or before dormancy.

12. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.
13. Transportation and Storage of Plant Material
 - a. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
 - b. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to The owner. All loads of plants shall be covered at all times with PVC coated polyester mesh tarp. Loads that are not protected will be rejected.
 - c. All barefoot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
 - d. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.
14. Mechanized Tree Spade Requirements

Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the *American Standard for Nursery Stock* or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.
- D. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.
- E. Tree Shelter: shall be extruded, twin-walled polypropylene tubes, 80 mm to 105 mm (3-1/4 to 4-1/4 in.) in diameter; 600 mm (2 ft.) tall, with manufacturer-supplied oak stakes and bird screen. Submit manufacturer literature for approval.
- F. Tree Wrap:
 1. Option 1 - Extruded, translucent, twin-walled polypropylene protection board sheets; 3 mm thick. 1800 mm (6 ft.) long tree shelters may be utilized for short trunk trees 75 mm (3 in.) caliper or less. Submit manufacturer literature for approval.

2. Option 2 - Breathable synthetic fabric tree wrap. White in color, delivered, in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacturer literature for approval.
 3. Tree wrap shall be secured to the trunk using biodegradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two years after installation.
- G. Biostimulants: shall contain soil conditioners, VAM, and endomycorrhizal and ectomycorrhizal fungi spores and soil bacteria appropriate for existing soil conditions. Submit manufacturer literature for approval.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect trees and existing healthy undergrowth vegetation to remain as specified in Section 01530.
- B. Protect existing drainage contours and drainage and ways.

3.2 SELECTIVE CLEARING AND GRUBBING

- A. Selective Grubbing:
 1. Remove and dispose of weeds, roots, and debris in all plant locations and within a radius of one foot of the out edge of the root ball of each tree pit.
 2. Grubbing inside drip line of trees to remain: use hand methods to grub to 1 inch below proposed grades.
 3. Clearing and grubbing operations shall be performed by qualified landscape professionals.
 4. Where any grading is necessary, it shall consist of the removal of only weed trees and invasive wild vine material. Great care shall be taken in retaining any and all quality understory colonizers exemplified by, but not limited to, yaupon holly, wax myrtle, sparkleberry, and sweetbay magnolia.
- B. Fill depressions caused by selective clearing and grubbing operations with suitable soil material, except areas requiring further excavation. Compact fill and grade surface to match adjacent ground surface. Follow procedures described in Section 02200.
- C. Mulch "selective clear and grub" area. Application rate and method as specified in Section 02950.

3.3 DISPOSAL

- A. Remove waste materials from the roadway right of way and dispose of off site. No burning of material shall be allowed on site.

3.4 EROSION CONTROL BLANKET

- A. The embankment shall be shaped and dressed in accordance with the specifications at the location and grade shown on the original highway drawings or as accepted by the highway

department Resident Engineer. Apply the necessary soil additives fertilizer and herbicide applications prior to installing the ECB. the upslope side ends of Erosion Control Blanket (ECB) must be buried in a 6" deep vertical slot, and stapled to the bottom of the slot at one foot intervals, then backfilled and tamped

- B. Adjoining sections shall overlap 2 to 4 inches and stapled overlap area 12 inches apart.
- C. All other areas on the blanket shall be secured with u-shaped wire stapes with at least eight inch legs and one inch crown. Install staples per manufacturers recommendations but no greater than 3 feet apart.
- D. Cut an "X" in blanket to accommodate planting of the individual shrubs, staple all four sides around the shrub and topdress with mulch.

END OF SECTION 02100

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavation and Backfill for Site Improvements
 - 2. Fine Grading.
- B. Related Sections:
 - 1. Division 1: General Requirements.
 - 2. Section 01530: Tree and Plant Protection.
 - 3. Section 02100: Site Preparation.
 - 4. Section 02950: Trees, Plants, and Groundcovers.

1.2 SUBMITTALS

- A. Submit the following materials certifications:
 - 1. Pre-emergent Herbicide: this must be in accordance with SCDOT Herbicide Operation Manual available at the scdot.org website - revised May 9, 2016.
- B. Provide representative samples of materials proposed for use. Forward samples to testing laboratory for testing.
- C. Test Reports: submit copies of testing reports to Landscape Architect and The owner's representative of the following:
 - 1. Topsoil Analysis.
 - 2. Fill and backfill analysis.

1.3 QUALITY ASSURANCE

- A. Perform earthwork operations according to local codes and industry safety standards.
- B. Topsoil Analysis Tests: performed by State Agricultural Experiment Station, Soil and Water Conservation District, State University, or other qualified private testing laboratory, as approved by Landscape Architect.
- C. Provide and pay for soil testing and inspection for quality control testing during earthwork operations.

1.4 SITE CONDITIONS

- A. Existing Conditions:
 - 1. Comply with Section 01500 requirements for protection of existing utilities.

2. Promptly notify Landscape Architect of unexpected sub-surface conditions. See section 02950, Part 3 - Execution, 3.1 Examination, C. Subsurface Drainage Investigation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Suitable Soil Materials: Inert subsoil material meeting the following requirements:
 1. Maximum laboratory dry weight shall be not less than 90 pounds per cubic foot.
 2. Soils weighing less than 100 pounds per cubic foot shall not be used in the top 12 inches of the subgrade.
 3. Liquid Limit: not to exceed 65 according to AASHTO T89.
 4. Plasticity Index: soils with liquid limits between 40 and 65 shall have a plasticity index not less than the liquid limit minus 30 according to AASHTO T90.
- B. Topsoil:
 1. Natural, friable, loamy soil characteristic of productive soil in vicinity. It shall be reasonably free of stones larger than 1 inch, clay lumps, roots, toxic substances, debris, and other foreign matter harmful to plant growth.
 - a. Shall contain not less than 5 percent nor more than 20 percent organic matter by volume as determined by loss on ignition of samples oven dried to constant weight at 212 F.
 - b. pH range: Coordinate pH requirements with plant requirements described in Section 02930 and Section 02950. Imported topsoil shall have a pH range of 6.0 to 6.5.
 - c. Sieve Analysis:

	<u>Percent by Weight</u>
Passing 2 inch sieve, minimum	100%
Passing No. 4 sieve, minimum	95%
Passing No. 10 sieve, minimum	90%
 - d. Composition of Soil passing No. 10 Sieve:
Sand: 20 to 80 percent
Silt: 10 to 75 percent
Clay: 5 to 40 percent
 2. Utilize on-site stockpiled topsoil as required to complete the work. Topsoil not meeting the above requirements shall be amended according to Section 02930 and Section 02950.
 3. Provide imported topsoil material as required to complete the work. Obtain rights and pay all costs for imported materials.
 4. Obtain soil amendment and fertilization recommendations from testing agency for the plant materials specified for the project.

5. Existing topsoil may be used if it meets the requirements for imported topsoil or if approved by the landscape architect. Provide a minimum of one soil sample with accompanying soil test report for each topsoil type found at the site. Following the completion of the soil testing, the contractor and the landscape architect shall meet at the site prior to beginning the planting operation or topsoil stripping. Limitations of areas where existing topsoil impacts shall be as directed by landscape architect.
- C. Pre-emergent Herbicide: Granular weed growth inhibiting type herbicide for use under paving surfaces as approved by the SCDOT Manual may be used in mulch areas for weeds. Material shall not damage adjacent trees and plants.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing grades indicated on Drawings. Notify Landscape Architect of discrepancies prior to start of grading work.

3.2 PREPARATION

- A. Protect existing trees to remain as specified in Section 01530.
- B. Protection of Existing Utilities:
 1. Before starting grading and excavation, changes establish the location and extent of underground utilities in work area. Protect existing utilities during earthwork. Perform excavation work near utilities by hand.
- C. Protection of Persons and Property:
 1. Comply with the requirements specified in Section 01500.
 2. Protect structures, utilities, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- D. Excess Water Control
 1. Provide berms or channels to prevent flooding of subgrade. Promptly remove all water collecting in depressions. Protect against mulch washing into drainage areas promptly replace mulch to its proper location.
 2. Replace soil softened or eroded by water and recompact.
 3. Provide and maintain dewatering system components to convey water away from excavations.

3.3 FINE GRADING

- A. Uniformly distribute and spread topsoil if required. Provide topsoil as needed to bring plants to grade.
- B. Fine grade topsoil to adjacent grades, eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of subgrades. Keep these areas to a minimum.

- C. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stone 1 inch or larger in diameter.
- D. In addition to any grading necessary it shall consist of the removal of only weed trees and invasive wild vine material. Great care shall be taken in retaining any and all quality understory colonizers exemplified by, but not limited to yaupon holly, was myrtle, sparkleberry, sweetbay magnolia.

3.4 VEGETATION CONTROL

- A. Apply pre-emergent herbicide to existing surfaces in areas of proposed mulch. See SCDOT Manual
- B. Apply pre-emergent herbicide in strict accordance with manufacturer's installation instructions and recommended application rate. See SCDOT Herbicide Manual.

3.5 FIELD QUALITY CONTROL

- A. Obtain samples as required by testing agency.
- B. Topsoil: Take representative samples of topsoil proposed for use in proposed planting areas and submit to testing laboratory. Provide the following data:
 - a. pH factor.
 - b. Mechanical analysis.
 - c. Percentage of organic content.
 - d. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.
- C. Fill Materials: Test proposed materials to verify suitability for use, gradation of material, and optimum moisture-density relation by AASHTO T99.

3.6 PROTECTION

- A. Protect newly graded areas from traffic and erosion until work is accepted. Keep work area free from trash and debris.
- B. Repair, compact, and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Pre-shape, and compact to required density areas disturbed by construction operations or adverse weather.

3.7 DISPOSAL

- A. Remove unsuitable excavated material, surplus material, rock, trash, and debris from the site and dispose in approved landfill areas.

END OF SECTION 02200

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Soil Preparation.
 - 2. Planting mixes.
 - 3. Trees, shrubs, and groundcovers.
 - 4. Mulch and planting accessories.
- B. Related Sections:
 - 1. Division 1: General Requirements.
 - 2. Section 02200: Earthwork.
 - 3. Section 02100: Site Preparation

1.2 REFERENCES

- A. "Standardized Plant Names" as adopted by the latest edition of the American Committee of Horticultural Nomenclature.
- B. American Standard for Nursery Stock.
- C. Standards of Practice of the American Association of Nurserymen.

1.3 SUBMITTALS

- A. Submit the following material samples:
 - 1. Mulch.
 - 2. Planting accessories.
- B. Quality Control Submittals:
 - 1. Submit the following materials certification:
 - a. Peat moss.
 - b. Plant fertilizer(s) analysis.
 - c. Pine bark soil conditioner.
 - 2. Submit subsurface investigation reports.(Park 3 - execution, 3.1 Examinations, C. Subsurface Drainage Investigation).
 - 3. Submit photographs of "specimen" plant materials.

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- C. Contract Closeout Submittals:
 - 1. Prior to plant material acceptance, submit written maintenance instructions recommending adequate and reasonable procedures for maintenance of plant materials.
 - 2. Provide plant material record drawings:
 - a. Legibly mark drawings to record actual construction.

1.4 QUALITY ASSURANCE

- A. Plant names indicated on Drawings comply with "Standardized Plant Names". Names of varieties not listed conform generally with names accepted by the nursery trade.
 - 1. Provide stock true to botanical name.
 - 2. Legibly tag plants with botanical name and size in accordance with the Standards of Practice of the American Association of Nurserymen.
- B. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock."
- C. Plants may be inspected and approved at the place of growth, for compliance with specification requirements for quality, size, and variety.
 - 1. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of work.
- D. Qualifications: Planting shall be performed by experienced workers familiar with planting procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.
- B. Moving and Storage of Plant Materials: Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected.
 - 1. Spray deciduous plants in foliage with an approved Antitranspirant immediately after digging to prevent dehydration.
 - 2. Dig, pack, transport, and handle plants with care to ensure protection against injury. Fully protect plants from damage by sun, wind, drought, water and other injurious conditions during transportation to site and during temporary storage before planting.
 - 3. Inspection certificates required by law shall accompany each shipment invoice or order to stock and on arrival, the certificate shall be filed with the .
 - 4. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

1.6 PROJECT CONDITIONS

- A. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations.
- B. Safety precautions should be followed while working on and around Summit Drive.

1.7 SCHEDULING

- A. Time of Planting: Plant under favorable weather conditions and season. At option of, and under full responsibility of contractor, planting operations may be conducted under unseasonable conditions, but without additional compensation.

1.8 WARRANTY

- A. Warrant plant material to remain alive and be healthy, vigorous condition for a period of 1 year after final Certificate of Substantial Completion acceptance of entire project by Town of Hilton Head.
- B. The contractor shall be responsible for all planting materials for a one year period.
 - 1. Maintenance begins for the contractor immediately after each plant (trees, shrubs, and ground cover) is planted and continues until acceptance by the landscape architect and shall continue for a 12 month period after acceptance.
 - a. Maintenance includes:
 - 1) Pruning
 - 2) Watering
 - 3) Weeding
 - 4) Mulch replacement and addition
 - 5) Tightening and repair of guy wires and stakes
 - 6) Resetting plants to an upright position and to proper grade elevation
 - 7) Restore and maintain the plant saucer
 - 8) Apply insecticide and herbicides as necessary to maintain a health and vigorous plant in accordance with SCDOT Manuals
 - b. Plants that become damaged shall be replaced immediately at no additional cost to the owner.
 - c. Watering: The contractor shall monitor, adjust and furnish any materials, such as slow release tree watering bags, to ensure adequate water to the root zone of all plantings - trees, shrubs and ground cover.
 - d. Trash and Debris removal and proper disposal - During the maintenance period, the contractor is responsible for the trash and debris removal within the limit of work area.
 - e. Planting areas shall be checked weekly for weed growth and the contractor shall remove all weeds and invasive vines which encroach on planting areas within the limit of a work area.

- f. During the growing season, the contractor shall make visits to the site within the limit of work area to determine the need for maintenance. Care shall be taken to remove all trash or debris within the limit of work.
 - g. Once each month, the contractor shall inspect the plant material for damage and take appropriate action to repair the damage appropriate to good horticultural maintenance techniques and/ or practices.
- C. Remove from site, promptly upon discovery during periodic visits, dead or other unsatisfactory plants. Mark location safely with stake to facilitate future replacement by the Contractor at no cost to the owner.
- D. Replace, in accordance with the Drawings and Specifications, all plants that are dead or, as determined by the landscape architect, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to contractor's negligence.
 - 1. The cost of such replacement(s) is at contractor's expense.
 - 2. Replace during earliest favorable weather and season unless directed otherwise by the owner's representative .
- E. Warranty shall not include damage or loss of plants caused by fires, floods, freezing, rains, lightning storms, winds over 75 miles per hour, or winter kill caused by extreme cold and severe winter conditions not typical of planting area; acts of vandalism or negligence outside the control of the Contractor.
- F. Failure to Remedy Defects: If contractor fails to remedy any defects in workmanship, materials, or performance that he is responsible for within reasonable length of time as specified in notice from landscape architect to contractor, the owner may have work done and charge the cost to the contractor.
- G. Satisfaction of Warranty:
 - 1. Contractor shall request by written notice inspection of final acceptance to take place within one week before or after end of warranty period.
 - 2. If plants are in satisfactory condition, the contractor shall receive a written notice of Warranty Compliance.
 - 3. Replace rejected work and continue maintenance until work is reinspected by landscape architect and found acceptable.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the Drawings. In the event that quantity discrepancies or material omissions occur in the plant materials list, the planting plans shall govern and the responsibility to install those plants shall be the contractors.
- B. Plants: Provide plants typical of their species or variety with normal, densely-developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from insect pests, diseases, and physical injury. All plants shall have a fully developed form without voids and open spaces. Except for palms, all trees and shrubs shall be full to the ground.

1. Balled and Burlapped plants: Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed plant balls are not acceptable.
2. Bare-root plants: Dug with adequate fibrous roots, covered with a uniformly thick coating of mud by being puddled immediately after they are dug, or packed in moist straw or peat moss.
3. Container-growth stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
 - a. No plants shall be loose in the container.
 - b. Container stock shall not be pot bound.
4. Substitutions:
 - a. No substitutions of plant species shall be accepted, except with written permission of landscape architect.
 - b. Root types may be freely substituted in the case of balled and burlapped, or container grown. All other specifications remaining unchanged. Bare root or collected plants are not acceptable as substitutes without receipt of a Change Order.
5. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project, unless otherwise indicated in Planting Schedule.
6. Stock furnished shall be at least the minimum size indicated on the Drawings. Larger stock is acceptable, at no additional cost, and providing the larger plants will not be cut back to the size indicated on the Drawings.
7. Provide "specimen" plants with a special height, shape, or character of growth. Tag specimen trees or shrubs at the source of supply. Provide sufficient photographs of the proposed specimen plants for approval by landscape architect prior to shipment.
8. The height of the tree, measured from the crown of the roots to the average height of the top of the tree, shall not be less than the minimum size designated in the plant list.
9. No pruning wounds shall be present with a diameter of more than 1 inch and such wounds must show vigorous bark on all edges.
10. Shrubs and small plants shall meet the requirements for spread, height, and container indicated in the plant list.
 - a. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
 - b. Single stemmed or thin plants will not be accepted.
 - c. Side branches shall be generous, well-twiggged, and the plant as a whole well-bushy to the ground.

- d. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other root or branch injuries.

2.2 ACCESSORIES

A. Planting Soil Mix:

1. Topsoil: As specified in Section 02200.
2. Peat: Sphagnum moss.
3. Pine Bark: Commercial horticultural preparation, finely ground, free of extraneous and harmful matter.
4. Polymeric Water Soluble Soil Conditioner: Porous ceramic water absorbing polymer.

B. Soil Conditioning Materials:

1. Aluminum Sulfate: Unadulterated, in manufacturer's original, unopened container labeled with analysis and net weight. Use to acidify soil (lower pH) as recommended by soils test report.
2. Limestone: Raw, ground agricultural limestone, containing at least 90 percent calcium carbonate; 90 percent shall pass No. 10 sieve and 50 percent shall pass No. 50 sieve. Use to decrease acidity of soil (raise pH) as recommended by soils test report.

C. Fertilizer:

1. Superphosphate: Soluble mixture of treated minerals; 20% available phosphoric acid.
2. Commercial Fertilizers: Conforming to applicable Federal and State law, uniform as to composition, dry, free-flowing, and delivered to site in original unopened containers. Application rate and minimum analysis shall be as recommended by soils test report.

D. Mulch:

1. Pinestraw: Clean, dry, whole needles of Loblolly (Pinus taeda) or Longleaf Pine (Pinus Palustris), free of harmful or extraneous matter.

E. Staking, Guying, and Wrapping Materials:

1. Stakes for Staking: 2" x 2" x 8'-0" long, treated lumber.
2. Stakes for Guying: 2" x 4" x 2'-6" long, treated lumber.
3. Guying/Staking Wire: No. 10 or 12 gage galvanized iron wire, twisted into double strand.
 - a. Turnbuckles: Galvanized steel of size and gage required to provide tensile strength equal to that of the wire. Turnbuckle openings shall be at least 3".

4. Protective Encasement: Material to cover guy wire where looped around trees shall be new or used two-ply, ½" minimum diameter rubber hose of consistent color or approved comparable non-injurious product, of length sufficient to properly protect trunk, one dark color throughout Project.
 5. Twine: Two-ply jute material.
- F. Miscellaneous Materials:
1. Antitranspirant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions. Provide one of the following or approved equal:
 - a. "Wilt-Pruf" by Nursery Specialty Products, Inc., New York, NY.
 2. Water: Clean, free from toxic amounts of salt, oil, acid, alkali, organic matter or other substances harmful to plants.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Locations for plants and/or outlines of areas to be planted and bed edge lines/ turf areas are to be staked/ marked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
- B. Examine proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected and fine grading has been approved by landscape architect.
- C. Subsurface Drainage Investigation:
 1. Required Tests: Subsurface drains have not been included as part of project; therefore, contractor shall make such reasonable percolation tests, approved by landscape architect, as may be necessary to determine if subsurface drainage conditions in landscape areas are so poor as to support moisture conditions potentially fatal to plantings. The following procedure is recommended:
 - a. Wait at least twenty-four (24) hours after rain and dig test pit twelve (12) inches square or 13-1/2 inches in diameter to depth of bottom of plant bed, trench or pit. Remove all loose soil (if standing water is visible, notify the landscape architect).
 - b. Quickly fill pit bottom with six (6) inches (approximately 3-1/4 gallons) of water.
 - c. Record length of time from filling until disappearance of water and divide the number of minutes by six (6) to give average time of one (1) inch fall.
 - d. Compare one (1) inch fall time with following table:
 - 1 inch in 0-3 min. indicates rapid absorption.
 - 1 inch in 3-5 min. indicates medium absorption.
 - 1 inch in 5-30 min. indicates slow absorption.
 - 1 inch in 30-60 min. indicates semi-impervious soil.
 - 1 inch in over 60 min. indicates impervious soil.

- e. If soil is indicated to be semi-impervious or impervious, or if water is initially found in test pit, notify landscape architect before proceeding further.
 - f. If contractor does not make test at representative locations and file records of results with The owner's representative and landscape architect, or if he plants in areas shown to have poor drainage without written release from The owner's representative, he shall be liable for any future guaranteed replacements due to subsurface water damage.
 - g. If contractor makes proper tests and files complete records indicating no semi-impervious or worse conditions, he will not be held responsible for future subsurface water damage to work of Contract within Guaranty Period. The owner's representative or landscape architect may supervise testing at any time.
2. Relocation or Omission of Plants:
- a. Where subsurface conditions provide inadequate drainage and subsurface drainage system is not to be used as remedy, make reasonable relocation of plants as directed by landscape architect.
 - b. Drainage conditions necessitating omission of plants shall be covered by Change Order.
3. Authorization of Drain as Extra Work: The owner's representative may authorize installation of subsurface drains to alleviate moisture problems at locations determined by landscape architect. Perform work at negotiated extra cost; begin work only upon receipt of Change Order. Locations, appropriate materials, and construction techniques shall be as directed by landscape architect.

3.2 PREPARATION

- A. Soil Conditioning:
- 1. Coordinate soil conditioning with soil testing and fine grading operations specified in Section 02200.
 - 2. Adjustment of pH: If the pH range of the soil samples from the proposed planting sites is not acceptable, the contractor shall, upon receipt of authorization to proceed by Change Order, adjust the pH of the existing soils within the unacceptable areas. Adjust pH by uniformly incorporating required soil conditioning materials at the rate determined by the analysis of the soil test done by the Soils Testing Laboratory.
- B. Location of Plants: Place individual plants and stake plant beds as indicated on Drawings. Notify landscape architect for approval prior to planting. Contractor shall make reasonable adjustment of plant locations as recommended by Landscape Architect.
- C. Obstructions:
- 1. Obstructions at or below grade shall be removed where possible; obstructions such as functioning utilities or objects too massive to be removed with tractor mounted backhoe will require plant relocations as directed by landscape architect.
 - 2. Above Ground: Report overhead interference such as wires, overhangs, etc., to landscape architect and relocate plantings as directed.

3. Repairs: Contractor shall familiarize himself with the location of all underground and above-ground improvements and take care not to disturb improvements during his installation operations. Contractor shall repair or replace at contractor's sole expense improvements damaged by his installation operations.

D. Excavation of plant pits:

1. Tree Pits: Dig pits with vertical sides to 6 inches deeper than depth of root ball. Make pit diameter 2 feet greater than ball diameter or root spread. Remove excavated soil, if unsuitable for backfill, from site. Place compacted topsoil where root mass is to be placed as indicated on planting detail.
2. Shrub Pits: Dig pits with vertical sides to 6 inches deeper than depth of root balls; make pit diameter 12 inches greater than ball diameter or root spread. Remove from site excavated soil, if unsuitable for backfill. Place compacted topsoil where root mass is to be placed as indicated on planting detail.

E. Planting Mixture:

1. Mixture for shrubs, trees and groundcovers: Homogenous blend of 1 part (by volume) peat or finely ground pine bark and 2 parts topsoil.
 - a. Add soil amendments necessary to adjust soil to required pH for plant material, as recommended in soil test report.
 - b. Add ½ lb. superphosphate per cubic yard for planting mixture.
 - c. Add three (3) pounds of 4-12-12 or equivalent fertilizer shall be thoroughly mixed before being placed into pits or beds.
2. Place and compact mixture to 6 inch depth in bottom of pit. Reserve enough mixture for backfill.
3. Groundcover Beds: Till and pulverize soil to a depth of 6 inches below grade. Mix by tilling the material as described above.
4. Top soil, peat moss, pine bark soil conditioner, polymeric soil conditioner and fertilizer are considered incidental to the plantings so payment of this work will be included in the cost for trees, shrubs and groundcovers.

3.3 INSTALLATION

A. Plant Bed Edging:

1. Assemble to the lines and elevations indicated on Drawings. All curves shall be cut in with smooth and continuous lines in accordance with the detail.

B. Setting Trees and Shrubs:

1. Orientation: Place each plant in vertical position and rotate to obtain best visual appearance and proper relationship to former site location in the nursery.
2. Root and Ball Preparation: Remove container from container plants and lightly scarify roots in several places before placement. All container plants shall have any root bound or circling areas of the plants root system broken up, teased or otherwise freed up in order to continue new root growth in a healthy manner. Place on

compacted planting soil. After placement, loosen binding from top and side of balled and burlapped plants and remove box or platform and surplus bindings. Spread roots of bare root plants in a natural manner and cut cleanly any that have been broken.

3. Grade Relationship: Container material shall be installed with the original grade root flare of the plant exposed before pine straw is applied. This may necessitate removal of container soil medium around the plants trunk in order to expose the root crown. After settlement, crown of plant shall remain flush with the average finished grade and blending with finish grade.
4. Backfill: Fill remaining hole with planting soil mix, compact lightly and create a saucer to trap water. Soak pit, trench or bed thoroughly with water soon after planting.

C. Setting Groundcover:

1. Spacing of Plants: Unless otherwise specified, center to center spacing of plants refers to planting bed surface plane, not a horizontal plane. Quantity estimates include allowances for such variation.
2. Root Preparation: Remove container plants and scarify roots in several places before placing in position. Spread roots of BR plants in natural position.
3. Position of Plants: Place each plant to provide its best cover to ground; on steep slopes this may mean axis of plant is not vertical.
4. Crown to Grade Relationship: Place crown high enough so that plant will not be smothered by mulch. Slope planting mix upward from finished grade to meet crown.
5. Backfill and Watering: Fill over and around roots with planting soil mixture and firmly compact. Soak bed thoroughly with water soon after planting.

D. Pruning and Repair of Plants

1. Remove or cut back broken, damaged, and unsymmetrical growth of new wood.
2. Multiple leader plants: Preserve the central leader which will best promote the symmetry of the plant. Cut branches flush with the trunk or main branch.
3. Prune needle-leaf evergreen trees only to remove broken or damaged branches.
4. Staking and Guying and Wrapping
 - a. Stake or guy a tree only when necessary for the specific conditions encountered and with the approval of the landscape architect. Staking may be required in unusual circumstances such as sandy soils in either the root ball or adjacent soils or in extremely windy conditions. Poor-quality trees with cracked, wet or loose root balls, poorly developed trunk-to-crown ratios, or undersized root balls shall be rejected if they require staking, unless written approval to permit staking or guying as a remedial treatment is obtained from the landscape architect. Trees that settle out of plumb due to inadequate soil compaction either under or adjacent to the root ball shall be excavated and reset. In no case shall trees that have settled out of plumb be pulled upright using guy wires.

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- b. When required, staking and guying methods shall be approved by the landscape architect. If no staking or guying methods appear on the drawings, submit for approval a drawing of the staking or guying method to be used. Stakes, anchors, and wires shall be of sufficient strength to maintain the tree in an upright position that overcomes the particular circumstances that initiated the need for staking or guying. Guy wires shall be galvanized, multistrand, twisted wire.
 - c. Where guy wires are attached around the tree, the trunk shall be protected with 20 mm (3/4 in.) diameter rubber hose, black in color, and of sufficient length to extend past the trunk by more than 105 mm (6 in.).
 - d. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed at the end of the first growing season. Any tree that is not stable at the end of this time shall be rejected.
 - e. Wrap the trunk of any tree only when necessary for the specific conditions encountered and with the approval of the landscape architect. Wrapping may be required for thin-barked species in unusual circumstances such as trees planted adjacent to South-or West-Facing reflective surfaces, or when it is impossible to plant the tree with the trunk oriented to the same north orientation that it held in the growing nursery.
 - f. When required, wrapping methods shall be approved by the landscape architect. If no wrapping requirements appear on the drawings, submit for approval a drawing of the wrapping method to be used. Wrapping material shall be as specified in this specification. Wrapping material shall be fastened using a biodegradable tape. All tape shall be loosely wrapped around the wrapping material in a single layer to permit its breakdown in sunlight and permit a minimum of 25 mm (1 in.) of unrestricted trunk growth. Stapling or tying the wrap with non-or-slowly biodegradable tape or any synthetic natural fiber string shall be prohibited.
 - g. Wrapping material shall be applied from the base of the tree to the first branch.
 - h. All wrapping material shall be removed no later than one year after planting or as specified by the landscape architect.
5. Wires: Encase each wire encircling tree trunk with protective encasement to prevent bark abrasion. Tighten wires and maintain taut; turn-buckle use is optional.
- E. Mulch
- 1. Areas to receive mulch: all plant beds and other areas as designated on Drawings shall be mulched.
 - 2. Placement: Place mulch to required uniform depth soon after planting to prevent drying of planting soil around roots. When other operations such as fertilizing do not necessitate delay, mulch promptly after planting; do not delay more than 3 days after plants have been set.
 - a. Apply Pinestraw Mulch at a rate of one bale per 50 square feet over entire area or a uniform depth of 3 inches, except in groundcover beds where it shall be a uniform depth of 2 inches. Work straw neatly down among plants and tuck pinestraw edges to give good appearance.

3.4 MAINTENANCE

- A. Maintain plantings through the establishment period until final acceptance of Work. The establishment period shall be that time from initial planting through and including twelve months following the issuance of the Certificate of Substantial Completion by The Town of Hilton Head.
- B. Limitations: If the work is phased, completed portions accepted by The owner's representative, shall be maintained by the contractor under the establishment period and for additional time in accordance with the Bid Alternate if directed to do so by The owner's representative. If unreasonable delays are caused by The owner's representative the additional cost for extra maintenance during the delay shall be negotiated.
- C. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect and to continue throughout the twelve month establishment period.
- D. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing guys and stakes, if any, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases in vigorous condition.
- E. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost.
- F. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be spot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
- G. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable. Water source shall be approved by the landscape architect.
- H. The contractor shall remove trash for the establishment period for the contract area, as designated on drawing limit of work line. This maintenance activity shall be part of the bid for the area and included in the overall cost of the job, if so directed by the owner's representative here in.
- I. The contractor shall also include, as directed by the owner's representative herein, Alternate One (extended maintenance) of the bid proposal, the cost of maintaining the plantings, trash removal for an additional two years beyond the one year establishment period.

3.5 ACCEPTANCE

- A. The landscape architect and The owner's representative shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection

- B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
- C. Upon completion and reinspection of all repairs or renewals necessary in the judgement of the owner's representative, The owner's representative shall certify in writing that the work has been completed.
- D. Upon acceptance, the owner will assume plant maintenance.

3.6 GUARANTEE PERIOD AND REPLACEMENTS

- A. The guarantee period for trees and shrubs shall begin at the date of Certificate of Substantial Completion.
- B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of Certificate of Substantial Completion.
- C. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
- D. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
- E. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
- F. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the the owner's representative.

3.7 FINAL INSPECTION AND FINAL ACCEPTANCE

- A. At the end of the guarantee period and upon written request of the contractor, the owner's representative will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the owner's representative at that time, the owner's representative shall certify, in writing, that the project has received final acceptance.

3.8 CLEANING

- A. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

END OF SECTION 02950

APPENDICES

APPENDIX “A” -- CONTRACTS AND BONDS

CONTRACT

This AGREEMENT, made and entered into this _____ day of _____
_____ 2018, by and between **BEAUFORT COUNTY**, hereinafter called the OWNER, and
_____, hereinafter called the CONTRACTOR.

WITNESSETH: That the Contractor, for the consideration hereinafter fully set out, and the
OWNER, for the construction of work performed, agrees that:

1. Scope of Work:

The Contractor shall furnish and deliver all the materials and perform all the work in
the manner and form as provided in the following enumerated Plans, Specifications
and Contract Documents which are attached hereto and made a part hereof as if
fully contained herein:

**OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION
HILTON HEAD ISLAND AIRPORT
HILTON HEAD ISLAND, SOUTH CAROLINA**

Specifications and Contract Documents:

- a. Project Plans prepared by Talbert, Bright & Ellington, Inc. and by J.K. Tiller Associates, Inc., dated September, 2018
- b. Instructions to Bidders
- c. General Conditions, including any Supplementary General Conditions
- d. Project Special Provisions
- e. Technical Provisions (Construction Details)
- f. Proposal Accepted as modified in the amount of \$ _____
- g. Performance and Payment Bond
- h. Addendum No. 1 was issued on _____
Addendum No. 2 was issued on _____
Addendum No. 3 was issued on _____
Addendum No. 4 was issued on _____

i. Contract Modifications

ORIGINAL PROPOSAL: \$ _____

TOTAL ADDITIONS: \$ _____

TOTAL DEDUCTIONS: \$ _____

CURRENT CONTRACT AMOUNT: \$ _____

1. The Contractor hereby guarantees all materials and workmanship for a period of one year from the date at final acceptance of all items of work set forth under this Contract.
2. The Contractor shall commence the work to be performed under the Contract not later than the date set by the OWNER in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.
3. The OWNER hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided below and in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.
4. The OWNER will make partial payments based on the progress of the work and payment requests submitted by the Contractor. Payment will be made within thirty (30) days after receipt of a correct payment request. An amount equal to ten percent (10%) of the total amount due on the estimate will be deducted and retained by the OWNER until 50% of the work has been satisfactorily completed. If performance after 50% is unsatisfactory, retainage up to five percent (5%) may be reinstated. After the work is started, payment will be made on ninety percent (90%) of the value of materials on hand stored on the project site or in a bonded warehouse. The Engineer may withhold a monthly estimate when the payment will amount to One Thousand Dollars (\$1,000.00) or less. Complete pay requests must include a notarized Sales Tax Report, a Recommendation for Payment form, and DBE Documentation for Contract Payments, if applicable.
5. Upon submission by the Contractor of evidence satisfactory to the OWNER that all payrolls, materials bills and other costs incurred by the first party in connection with the construction shall be made within 30 days after the completion by the Contractor of all work covered by this Contract and the acceptance of such work by the OWNER.

6. It is further mutually agreed between the Contractor and the OWNER hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the Contractor shall, at its expense, within five days after the receipt of notice from the OWNER to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the OWNER.

Remainder of this page is left blank intentionally.

SIGNATURE SHEET

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal (or) has caused this contract to be signed in its corporate name and its Corporate Seal affixed and attested by its Secretary and by authority of its Board of Directors duly given, and the County, acting through its County Council has caused this contract to be executed in the name Beaufort County by its County Administrator, and approved by the County Attorney of said County, and the Corporate Seal of Beaufort County to be hereto affixed.

THIS AGREEMENT, entered into as of the day and year first written above.

CONTRACTOR:

ATTEST:

(Name of Corporation)

Signature and Title *Date*
(Must be President or Vice President)

Signature and Title *Date*
(Must be Secretary or Assistant Secretary)

(CORPORATE SEAL)

OWNER:
Beaufort County

ATTEST:

By: _____
County Administrator *Date*

Title, Attest *Date*

The foregoing Contract Agreement is in correct form according to law and is hereby approved:

Attorney for Beaufort County *Date*

(COUNTY SEAL)

Executed in triplicate.

PERFORMANCE BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

NAME
STREET ADDRESS
CITY, STATE ZIP

As Principal, hereinafter called Contractor, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453

Hereinafter called OWNER, in the amount of _____
_____ for the payment whereof Contractor and Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firm by these present.

WHEREAS, Contractor has by written agreement, dated _____, 2018
entered into a Contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION &
SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201

J. K. TILLER ASSOCIATES, INC.
181 BLUFFTON ROAD, SUITE F203
BLUFFTON, SC 29910

Which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this ____ day of _____, 2018.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number

LABOR AND MATERIAL PAYMENT BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

NAME
STREET ADDRESS
CITY, STATE ZIP

As Principal, hereinafter called Principal, and _____,
a Corporation duly organized under the laws of the State of _____,
as Surety, hereinafter called Surety, are held firmly bound unto:

BEAUFORT COUNTY
100 RIBAUT ROAD
BEAUFORT, SOUTH CAROLINA 29902-4453

As Obligee, hereinafter called OWNER, for the use and benefit of claimants as herein
below defined, in the amount of _____
_____ for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firm by these present.

WHEREAS, Principal has by written agreement dated _____, 2018
entered into a contract with OWNER for **OFF AIRPORT TREE REMOVAL MITIGATION &
SUMMIT DRIVE MITIGATION** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
2000 PARK STREET, SUITE 101
COLUMBIA, SC 29201

J. K. TILLER ASSOCIATES, INC.
181 BLUFFTON ROAD, SUITE F203
BLUFFTON, SC 29910

Which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal
shall promptly make payment to all claimants as hereinafter defined, for all labor and
material used or reasonably required for the use in the performance of the Contract, then

this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.
 - b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part

thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2018.

BY:

Contractor

Name (Seal)

Title

WITNESS:

BY:

Licensed Resident Agent (Signature)

Licensed Resident Agent (Typed)

Street Address

City, State, Zip

Telephone Number

BY:

Principal
Surety

Name (Seal)

Title

WITNESS:

APPENDIX “B” – FORMS

ESTIMATE FOR PARTIAL PAYMENT

No. _____

Owner's Project No. _____ TBE No. 2119-1703

Project Name: Off Airport Tree Removal Mitigation & Summit Drive Mitigation
HILTON HEAD ISLAND AIRPORT (HXD), HILTON HEAD, SC

Contractor: _____ Contract Date: _____

Contract for: _____

Application Date: _____ For Period Ending: _____

Original Contract Price	_____
Change Orders	_____
Current Contract Price	_____
Total Amount Earned (Col. 9)	_____
Retained Percentage (____%)	_____
Total Earned Less Retained	_____
Total Previously Approved	_____
Amount Due This Estimate	_____
Total Amount Due	_____

CERTIFICATE OF CONTRACTOR

The undersigned certifies to the best of his knowledge and belief that all items, units, quantities and prices for work and material herein are correct; that all work has been performed and materials supplied in accordance with the terms and conditions of the Construction Contract and all authorized changes thereto; that the above is a true and correct statement of the contract up to and including the last day of the period of the estimate; that all previous payments received from the Owner for work performed under the Construction Contract have been applied to discharge all obligations incurred by the undersigned in connection with work covered by prior estimates for partial payment; and that all materials and equipment incorporated in the above project are free and clear of all liens, security interests and encumbrances.

Contractor: _____ Title: _____

By: _____ Date: _____

CERTIFICATE OF OWNER'S ENGINEERS

I certify that I have verified this Estimate for Partial Payment and that to the best of my knowledge and belief it is a true and correct statement of work performed materials supplied under the Contract.

TALBERT, BRIGHT & ELLINGTON, INC., COLUMBIA, SOUTH CAROLINA

Resident Observer: _____ **Project Engineer:** _____

Name: _____ Date _____ Name: _____ Date _____

OWNER'S RECOMMENDATION FOR PAYMENT

Approved and Payment Recommended _____ OWNER

BY: _____ TITLE: _____ DATE: _____

OWNER: _____

OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION, HILTON HEAD ISLAND AIRPORT (HXD), HILTON HEAD, SC

Sheet ____ of ____

No. and Description of Unit		Contract			Work Done This Period		Work Completed To Date		
Item No.	Detailed Estimate	Quantity	Unit Price	Cost Estimate	No. of Units	Amount Earned	No. of Units	Amount Earned	% Complete
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

STATE AND COUNTY SALES/USE TAX STATEMENT

Contractor's (or Subcontractor) Name: _____ Sheet _____ of _____

Job: Off Airport Tree Removal Mitigation & Summit Drive Mitigation, HILTON HEAD ISLAND AIRPORT (HXD), HILTON HEAD, SC

INVOICE	INVOICE DATES FROM ____ 20 ____ THRU ____ 20 ____	VENDOR'S NAME	TYPE OF MATERIAL	TOTAL AMOUNT OF INVOICE	SALES/USE TAX	
					STATE	COUNTY

Subtotal This Page _____

Total All Invoices _____

TAX STATEMENT AND CERTIFICATION

This is to certify that the foregoing or attached statement is a true and complete statement of all South Carolina and Local Sales or Use Tax paid by the undersigned Contractor from _____, 20____, to _____, 20____, inclusive for the materials and equipment that were or will become a part of the construction of the:

- _____ OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION _____
- _____ HILTON HEAD ISLAND AIRPORT (HXD) _____
- _____ HILTON HEAD ISLAND, SOUTH CAROLINA _____

(THE FOLLOWING PORTION TO BE FILLED OUT BY THE GENERAL CONTRACTOR ONLY.)

It is further certified that:

are the subcontractors that are engaged by this Contractor in the performance of this Contract whose tax statements are also enclosed herewith.

CONTRACTOR OR SUBCONTRACTOR

Subscribed and sworn to before me,

this _____ day of _____ 2018.

Notary Public: _____

My Commission Expires:

(SEAL)

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

- OWNER
- ENGINEER
- CONTRACTOR
- SURETY
- OTHER

PROJECT (Name and Address): OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION
HILTON HEAD ISLAND AIRPORT (HXD)
HILTON HEAD ISLAND, SC

TO (Owner): Engineer's Project No.: 2119-1703
 Grant No.: _____
 Contract for: _____
 Contract Date: _____

CONTRACTOR: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company here)

 _____, Surety Company

on bond of (here insert name and address of Contractor)

 _____, Contractor

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of its obligations to (here insert name and address of Owner)

 _____, Owner

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this ____ day of _____ 20__.

ATTEST

Surety Company
 Signature of Authorized Representative

(Seal)

 Title

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

- OWNER
- ENGINEER
- CONTRACTOR
- SURETY
- OTHER

TO (Owner): _____
 Engineer's Project No.: 2119-1703
 Grant No.: _____
 Contract for: _____
 Contract Date: _____

PROJECT (Name and Address): OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION
HILTON HEAD ISLAND AIRPORT (HXD)
HILTON HEAD, SC

State of: _____
 County of: _____

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR _____

ADDRESS: _____

BY: _____

Subscribed and sworn to before me,
 this ____ day of _____ 2018.

Notary Public: _____

My Commission Expires:

 (Seal)

AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

OWNER
ENGINEER
CONTRACTOR
SURETY
OTHER

TO (Owner): Engineer's Project No.: 2119-1703
Grant No.: _____
Contract for: _____
Contract Date: _____

PROJECT (Name and Address): OFF AIRPORT TREE REMOVAL MITIGATION & SUMMIT DRIVE MITIGATION
HILTON HEAD ISLAND AIRPORT (HXD)
HILTON HEAD ISLAND, SC

State of: _____
County of: _____

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR _____

ADDRESS: _____

BY: _____

Subscribed and sworn to before me,
this ____ day of _____ 2018.

Notary Public: _____

My Commission Expires:

(Seal)

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