



SAVANNAH AIRPORT COMMISSION

**BIDDING AND CONTRACT DOCUMENTS,
GENERAL CONDITIONS, AND TECHNICAL
SPECIFICATIONS**

FOR

**TERMINAL CONCOURSE EXTERIOR METAL
INSULATED PANEL REFINISHING**

**SAVANNAH/HILTON HEAD
INTERNATIONAL AIRPORT**

**CITY OF SAVANNAH EVENT NO. 5136
JUNE, 2017**

SAVANNAH AIRPORT COMMISSION

TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING

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NOTICE TO BIDDERS

Sealed proposals, in duplicate, will be received by the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission in the office of the City Purchasing Agent, Post Office Box 1027, (2 East Bay Street, 31401) Savannah, Georgia 31402 until June 20, 2017, 1:30 p.m. local time, at which time and place all proposals received will be publicly opened and read aloud.

Bidders are invited to submit proposals for:

TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING CITY OF SAVANNAH EVENT NO. 5136

This project consists of providing all labor and materials to prepare and paint approximately 21,000sf of in-place Metal Insulated Panels around the terminal concourse at the Savannah/Hilton Head International Airport. The work includes, but is not limited to cleaning, sanding, priming, and painting the insulated panels including all other metal coping and accent panels as shown on the plans.

Bidders are invited to submit proposals for this work on the proposal forms provided. Other proposal forms will not be accepted.

The complete examination and understanding of the construction plans, specifications, contract documents and site of the proposed work is necessary to properly submit a proposal. Construction plans, specifications and contract documents are available for examination and may be obtained from the offices of the Savannah Airport Commission, 400 Airways Avenue, Savannah / Hilton Head International Airport, Savannah, Georgia 31408, Phone (912) 964-0514, for a cost of \$50.00 per set. This cost is non-refundable. Please make checks payable to Savannah Airport Commission.

A pre-bid conference for bidders will be conducted in the Savannah Airport Commission Conference Room, Third Floor, Savannah/Hilton Head International Airport, Savannah, Georgia, on Tuesday, June 6, 2017, at 11:00 AM.

A Bid Bond in the form as bound in the contract documents or certified check in the amount of not less than five percent (5%) of the total amount bid must accompany each bid.

Successful bidder will be required to execute and to provide a Payment Bond and Performance Bond each in an amount of one hundred percent (100%) of the total value of the contract awarded to him with a satisfactory surety or sureties for the full and faithful performance of the work. If the total value of the contract is less than \$100,000.00, a Payment Bond or Performance Bond may not be required.

The Savannah Airport Commission, in accordance with 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, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that, in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded equal opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Contractor agrees to ensure that Disadvantaged Business Enterprises that are presumed to be socially and economically disadvantaged as defined in 49 CFR Part 26.5 have an equal opportunity to participate in the performance of this contract. In this regard all Contractors shall take all necessary and reasonable steps to ensure that such Disadvantaged Business Enterprises have an equal opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of this contract.

The Contractor, or any subcontractor, submitting a bid for utility contracting, as defined in O.C.G.A. Section 43-14-2 to a utility system as defined in said section, shall conform to O.C.G.A. Section 43-14-8.2 et seq. with reference to Utility Contractor's Licenses. Utility contracting means a proposal to perform utility work to a utility system as defined in O.C.G.A. Section 43-14-2(17).

No bid may be withdrawn after closing time for the receipt of proposals for a period of ninety (90) days.

This is a bid for construction and therefore the City's local vendor preference ordinance will not apply.

The Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission reserve the right to waive any informalities, irregularities, and/or technicalities in or reject any and all bids and/or to award or refrain from awarding the Contract for the Work.

Mayor and Aldermen of the
City of Savannah and the
Savannah Airport Commission

Dated: _____

By: _____
Purchasing Director

INSTRUCTIONS TO BIDDERS

I. GENERAL

A. State Licenses

The successful bidder must be a licensed contractor as specified by the Georgia State Licensing Board, and will be required to obtain any necessary licenses or permits to conduct the work as may be prescribed by the State of Georgia and by the City of Savannah.

B. Pre-Bid Conference

A Pre-Bid Conference for bidders will be conducted in the Savannah Airport Commission Conference Room, Third Floor floor, Savannah/Hilton Head International Airport, Savannah, Georgia on Tuesday, June 6, 2017, at 11:00 AM.

B. Examination of Conditions Affecting Work

Prior to submitting a Proposal, each Bidder shall examine and thoroughly familiarize himself with all existing conditions including all applicable laws, codes, ordinances, rules and regulations that will affect his work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, and roads, and shall ascertain by any reasonable means all conditions that will in any manner affect the work. The drawings have been prepared on the basis of surveys and inspections of the site, and represent the best factual information available without being considered as a representation of the Owner. This, however, shall not relieve the Bidder of the necessity for fully informing himself as to existing physical conditions.

C. Nondiscrimination and Segregated Facilities

1. Bidders must comply with the President's Executive Order No. 11246 which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
2. Each bidder shall complete, sign and include in his bid proposal the Equal Opportunity Report Statement. When a determination has been made to award a contract to a specific Contractor, such Contractor shall, prior to award, after award or both, furnish such other pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors as the Owner or the Secretary of Labor may require. All such information required of a subcontractor shall be furnished by the Contractor.

3. The Equal Opportunity Report Statement, Equal Opportunity Clause (41 CFR 60-741.5), and all other EEO requirements shall be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by the Contractor shall also include all other applicable labor provisions. No subcontract shall be awarded to a non-complying subcontractor.
4. In addition, the Contractor will also insert in each of his subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontracts that may in turn be made.

D. Compliance With Law

1. Bidders must comply with Title IV of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act and the Contract Work Hours Standard Act.
2. Bidders must comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
3. **Employment Eligibility Verification**
Pursuant to the "Georgia Security and Immigration Compliance Act of 2006," O.C.G.A. Section 13-10-91, public employers and their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the "Employment Eligibility Verification (EEV) Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://www.vis-dhs.com/EmployerRegistration>. Bidders shall comply with this new rule, and submit with their bid the form titled "Contractor Affidavit and Agreement", page I-2(a). After the contract has been awarded, the Contractor shall secure from all subcontractors the form titled "Subcontractor Affidavit and Agreement", page I-2(b), which must be submitted to the Savannah Airport Commission prior to the subcontractor beginning work at the site.

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Savannah Airport Commission has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Savannah Airport Commission, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Savannah Airport Commission the time the subcontractor(s) is retained to perform such service.

Company Name

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, _____

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the Savannah Airport Commission has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

Company Name

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

E. General Bond Requirements

1. The Bid Bond shall be five percent (5%) of the total amount of the bid. Only the Bid Bond as bound within these documents or a Certified Check is acceptable. **No other form will be accepted.**
2. Payment Bond and Performance Bond shall be one hundred percent (100%) of the total value of the contract. Only the Payment and Performance Bond as bound within and made a part of the specifications and these documents are acceptable. **No other form will be accepted.** If the total value of the contract is less than \$100,000.00, a Payment Bond or Performance Bond may not be required.
3. The Bid Bond, Payment Bond and Performance Bond and Bond Affidavit shall be countersigned by a Georgia Resident. The Georgia Resident Agent shall furnish their Georgia License Number in the space provided.

F. Insurance Requirements

1. Insurance requirements shall be as specified in Article 12, General Conditions.

II. PREPARATION AND SUBMISSION OF BID PROPOSALS

- A. Sealed proposals for the construction of the project will be received until 1:30 P.M. local time, **June 20, 2017.**
- B. The proposal shall be in duplicate on the "Proposal Form" provided; no other forms are acceptable.
- C. Each Bidder shall present his Proposal in a sealed opaque envelope and marked at the lower left hand corner, **"TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING, Savannah/Hilton Head International Airport, City of Savannah Event No. 5136, with the name of the Bidder."**

Proposals in duplicate shall be delivered to the office of the Director of Purchasing, City of Savannah, 2 East Bay Street (31401), P.O. Box 1027, Savannah, GA 31402.

- D. The Bidder's envelope shall contain the signed original and one complete copy of the following documents:

Proposal Form
Equal Employment Opportunity Statement
Disadvantaged Business Enterprise Requirements
Disadvantaged Business Enterprise Assurance Form
Bidder Qualification Questionnaire
Bid Bond or Certified Check
Bid Schedule

- E. Proposals shall be submitted as indicated by the "Proposal Form" and shall be signed in ink by an official of the firm submitting the proposal.
- F. Erasures or other changes in a proposal shall be explained or noted over the signature of the bidder.
- G. Proposals containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the bid, or irregularities of any kind, may be rejected by the Owner as being incomplete and not qualified for consideration.
- H. Each proposal shall indicate the full business name and address of the bidder and shall be signed by him with the usual signature.
- I. A proposal submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership.
- J. A proposal submitted by a corporation shall be signed by the legal name of the corporation, followed by the state of incorporation and the title designation of the Corporation in legal matters. The name of each person signing the proposal shall be typed or printed below the signature.
- K. A Power of Attorney or other satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished for the Owner's records.
- L. The proposal must be accompanied by a Bid Bond executed on the form provided or a Certified Check payable to the Savannah Airport Commission in an amount equal to not less than five percent (5%) of the bid. If a bidder is awarded the contract, but fails, refuses, or neglects to execute the contract or to furnish the required payment and performance bonds within ten (10) days after receipt of written notice of award, then the

amount of this Bond or check shall be paid to, or retained by, the Owner as liquidated damages, although not as a penalty.

- M. Acknowledgement of receipt of all Addenda shall be made by each Bidder in the space provided in the Proposal Form.
- N. The bidder is required to fill in all the blank spaces on the proposal and all of the unit prices on the proposal.

III. INTERPRETATIONS

- A. Each Bidder shall carefully examine the Contract Documents consisting of the Plans and Specifications, and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a Proposal. Should a Bidder find discrepancies or ambiguities in, or omission from Contract Bidding Documents, or should the bidder be in doubt as to their meaning, he shall at once notify the Savannah Airport Commission who will send written addenda to all on SAC's Planholder List, but the Savannah Airport Commission will not issue or cause to be issued any addenda modifying plans and specifications (at the sole discretion of the Savannah Airport Commission) within a period of 72 hours prior to the advertised time for the opening of bids or proposals, excluding Saturdays, Sundays, and legal holidays. The City of Savannah normally posts addenda on the Purchasing Department's website. The Savannah Airport Commission will not be responsible for any oral instructions or Internet postings (or the lack thereof). All addenda will become a part of Contract Documents.
- B. All inquiries shall be directed to the Executive Director, Savannah Airport Commission, Savannah/Hilton Head International Airport, 400 Airways Avenue, Savannah, Georgia 31408, Telephone Number (912) 964-0514, FAX (912) 964-0877. No allowance will be made after Bids are received for oversight by Bidder.
- C. Where a discrepancy occurs between the prices quoted in words and/or in numbers, the unit price written in words shall govern the final costs or award of contract.

IV. MODIFICATIONS AND/OR WITHDRAWALS OF PROPOSALS

- A. A bid may not be modified, withdrawn, or canceled by the bidder during a 90 calendar day period following the time and date designated for the receipt of bids, and each bidder so agrees in submitting his bid.

- B. Negligence on the part of the Bidder in the preparation of his proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for bid opening.

V. ACCEPTANCE/REJECTION OF BIDS

- A. This is a bid for construction and therefore the City's local vendor preference ordinance will not apply.
- B. The Contractor, or any subcontractor, submitting a bid for utility contracting, as defined in O.C.G.A. Section 43-14-2 to a utility system as defined in said section, shall conform to O.C.G.A. Section 43-14-8.2 et seq. with reference to Utility Contractor's Licenses. Utility contracting means a proposal to perform utility work to a utility system as defined in O.C.G.A. Section 43-14-2(17).
- C. The Owner proposes to award the contract to the lowest qualified bidder (See Page I-3, Section II – Preparation and Submission of Bid Proposals) submitting a reasonable bid as determined at the sole discretion of the Commission.
- D. The Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission reserve the right to waive any informalities, irregularities, and/or technicalities in or reject any and all bids and/or to award or refrain from awarding the Contract for the Work.

BIDDER'S CHECKLIST

THIS CHECKLIST **MUST** BE ATTACHED AS THE COVER SHEET TO YOUR BID PRIOR TO SEALING YOUR BID AND SUBMITTING IT TO THE OFFICE OF THE PURCHASING DIRECTOR. IF THIS CHECKLIST IS NOT ATTACHED, YOUR BID WILL BE DISQUALIFIED. IF THIS CHECKLIST IS INCOMPLETE OR IF ANY ITEM CANNOT BE VERIFIED AS BEING INCLUDED WITH YOUR BID, YOUR BID WILL BE DISQUALIFIED.

NAME AND ADDRESS: _____

CITY OF SAVANNAH EVENT NUMBER: 5136

PROJECT NAME: **TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING**

INSTRUCTIONS TO BIDDERS

The contents of your bid package must be clearly marked and submitted IN THE FOLLOWING ORDER: 1) acknowledgement of addendum, 2) bid bond, and 3) the bid proposal page. Please place a check mark in the appropriate space and indicate the number of addendums received:

1) Addendum received? _____ Yes _____ No

Indicate number of addendums received: _____

2) Bid Bond enclosed? _____ Yes _____ No

Form of bid bond: ___ Surety Bond ___ Cashier's Check ___ Certified Check

3) Are all signature pages of the bid proposal signed? _____ Yes _____ No

4) Total Amount of Bid: \$ _____

FOR CITY USE ONLY

Verification of Bid Package Content:

1) Addendum Acknowledged? _____ Yes _____ No

Number of Addendums Issued: _____

2) Bid Bond Enclosed: _____ Yes _____ No

Form of bid bond: ___ Surety Bond ___ Cashier's Check ___ Certified Check

3) Bid Proposal Pages Signed: _____ Yes _____ No

I certify that the above items were/were not included with the attached bid at the time and place of the bid opening.

Title

Signature

Date

SAVANNAH AIRPORT COMMISSION

PROPOSAL FORM

TO: Mayor and Aldermen of the
City of Savannah and the
Savannah Airport Commission

FROM:

Bidder's Name

Address

City, State and Zip Code and Telephone Number

1. The undersigned, as Bidder, does hereby declare that he has familiarized himself with the local conditions affecting the cost of the work, the Contract Documents including the "Notice to Bidders," "Instructions to Bidders," "Proposal," "Bid Schedule," "General Conditions," "Supplementary Conditions", and the Specifications and Drawings and other related Construction Documents, together with any addenda to such Construction Documents as listed herein (paragraph 12) and hereby proposes to furnish all material and perform all work required in strict accordance with the provisions of documents noted above for the consideration of prices quoted in the "Bid Schedule" (see Page P-20) and attached hereto and incorporated by reference.

The undersigned understands that the quantities shown in the "Bid Schedule" are approximate only, are intended principally to serve as a guide in evaluating proposals, and are subject to either increase or decrease.

2. The undersigned affirms that in making such bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to maintain the prices of said work, or any compact to prevent any other Bidder or Bidders from bidding on said contract or work and further affirms that such bid is made without regard or reference to any other Bidder or proposal and without any agreement or understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.
3. The undersigned, when notified of the acceptance of this proposal, does hereby agree to enter into a construction contract with the Owner, within ten (10) days from the date on the Notice of Acceptance, for the execution of the work described within the period of time prescribed, and he shall give 100%

Performance Bond and Payment Bond with good and sufficient surety to assure satisfactory completion thereof.

4. The undersigned further agrees that if awarded the contract he will commence the work within ten (10) calendar days after the date of the Notice to Proceed and that he will complete the work in accordance with the schedules and time frame set forth in the Contract or such amended time as may be granted. If the undersigned fails to complete any phase of the work within the given time frame and if he fails to complete all of the work on or before the expiration of the allowed calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as scheduled in the Contract and retain for failure of the undersigned to complete this Contract on or before the expiration of the scheduled critical time frames.

The undersigned agrees that the Owner's damages caused by delay are capable of being established but would be difficult to measure accurately and that the sums herein specified as liquidated damages listed in the General Conditions and Supplementary General Conditions are not a penalty, but represent that parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

5. In submitting this bid, it is understood that the right is reserved by the Owner to waive irregularities and informalities and to reject all bids and to negotiate with the apparent qualified low bidders if necessary. It is agreed that this bid may not be withdrawn for a period of ninety (90) days after the opening thereof.
6. The undersigned has attached hereto a Cashiers Check, or Bid Bond in the sum of _____ (\$ _____), payable to the Savannah Airport Commission, as required in the Notice to Bidders, and the undersigned agrees that in case he fails to fulfill his obligations under the foregoing Bid and Contract, the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission may, at its option, determine that the undersigned has abandoned his rights and interests in such bid and that the Cashiers Check, or Bid Bond accompanying his bid has been forfeited. Otherwise, the Check or Bid Bond shall be returned to the undersigned upon the execution of the contract and the acceptance of the bonds and insurance, or upon rejection of his bid.
7. The undersigned affirms that he has completed, signed and included in the bid proposal the following:
 - a. Equal Opportunity Report Statement
 - b. Disadvantaged Business Enterprise Requirements
 - c. Disadvantaged Business Enterprise Assurance Form
 - d. Bidder Qualifications Questionnaire
 - e. Bid Bond or Certified Check
 - f. Bid Schedule
 - g. Contractor Affidavit and Agreement (EEV)

A bid shall be considered unqualified and shall be rejected if it fails to include these fully executed statements or if the Bidder fails to furnish required data. When a determination has been made to award a contract to a specific contractor, such contractor shall, prior to award, furnish such other pertinent information regarding his own employment policies and practices as well as those of his proposed subcontractors as the City of Savannah, the Savannah Airport Commission, Secretary of Labor or the Office of Federal Contract Compliance (OFCC) may require.

The Bidder shall furnish similar statements executed by each of his first tier and second tier subcontractors whose contracts equal \$10,000 or more and shall obtain similar compliance by such subcontractors before awarding such subcontracts. No subcontract shall be awarded to any noncomplying subcontractor.

8. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.
9. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedule with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or in numbers the unit price written in words, unless obviously incorrect, shall govern the final costs or award of Contract. In the case of a tie bid price, the Owner may negotiate a price with each low tie Bidder.
10. The undersigned agrees that the Contract lump sum shall be decreased or increased where planned quantities shown on the drawings are decreased or increased, and that such increase or decrease shall be determined by use of the appropriate unit price if shown on the Bid Schedule.
11. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and City of Savannah, were used in the preparation of this proposal.
12. The undersigned acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

13. The legal status of the undersigned is:

The Bidder shall fill out the appropriate form (a, b, or c) and strike out the other two.

- a. A corporation duly organized and doing business under the laws of the State of _____, for whom _____, bearing official title of _____, whose signature is affixed to this bid, is duly authorized to execute contracts.

If Foreign Corporation or non State of Georgia corporation: date of qualification in _____ (State). Name and address of process agent: _____.

(Out of State contractor shall provide name and address of Agent for service of process in the State of Georgia.)

- b. A partnership, all of the members of which, with addresses are: (Designate general partners as such).

If all partners are nonresidents of Georgia: Designate name and address of agent for service of process located in Georgia.

- c. An individual, whose signature is affixed to this bid. (If nonresidents of Georgia, agent for the service of process in the State of Georgia must be designated.)

_____.

Dated and signed at _____, _____, this _____ day of 2017

NAME OF BIDDER _____

BY _____

TITLE _____

BUSINESS ADDRESS _____

PHONE: _____

GEORGIA TAX REGISTRATION NO. _____

WITNESS: _____

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

THE FOLLOWING BID CONDITIONS APPLY TO THIS CONTRACT. SUBMISSION OF A PROPOSAL BY A PROSPECTIVE CONTRACTOR SHALL CONSTITUTE FULL ACCEPTANCE OF THESE BID CONDITIONS.

A. DEFINITION (49 CFR Part 26.5)

Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as those firms that are presumed to be socially and economically disadvantaged as defined in Paragraph 26.5, 49 CFR Part 26. (Definition: Socially and economically disadvantaged individual).

B. POLICY

It is the policy of the Savannah Airport Commission that Disadvantaged Business Enterprises shall have an equal opportunity to participate in the performance of all contracts and subcontracts.

C. DBE OBLIGATION

All Bidders, Prospective Contractors, and Contractors shall take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises have an equal opportunity to compete for and perform contracts. Bidders, Prospective Contractors, and Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Contracts.

D. COMPLIANCE

All Bidders, Prospective Contractors, and Contractors for this Contract are hereby notified that failure to carry out the Policy and DBE Obligation, as set forth above, may be considered by the Savannah Airport Commission as a breach of Contract which may result in termination of the Contract or other such action as deemed appropriate by the Savannah Airport Commission.

E. SUBCONTRACT CLAUSES

All Bidders, Prospective Contractors, and Contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.

F. CONTRACT AWARD ELIGIBILITY

1. Bidders, Prospective Contractors, and Contractors shall meet the DBE goal or provide the Commission with documentation of its good-faith effort(s) to meet the DBE goal to the satisfaction of, and as requested by the Savannah Airport Commission.

2. The Savannah Airport Commission has the right, at its sole discretion, to accept or reject any and all bids submitted, accept or reject any DBE participation (and/or percentage of) being proposed, and accept or reject any good-faith efforts.

G. SUBCONTRACT GOAL

1. The attainment of the goal established for this Contract is to be measured as a percentage of the total dollar value of the Contract.
 - a. The goal established for this Contract is as follows:

Race-Neutral performed by DBEs.

H. AVAILABLE ELIGIBLE DBEs

1. For this Contract, the Savannah Airport Commission will accept, as an eligible DBE, firms that are currently certified by any Federal, State, or municipal government agency or other organizations approved by the Commission and/or firms registered as a DBE (includes MBE/WBE firms) with and accepted by the City of Savannah or other municipality, or organizations approved by the Commission provided they are owned by individuals presumed to be socially and economically disadvantaged in accordance with paragraph A, Definition, of these requirements. Proof of certification/registration shall be provided to the Savannah Airport Commission as requested.
2. Bidders, Prospective Contractors, and Contractors are encouraged to inspect the Georgia Department of Transportation, City of Savannah, and other DBE directories to assist in locating possible DBEs for the work to be performed. Credit towards meeting the DBE goal will not be counted until the DBE(s) to be used is/are either certified or registered as outlined in paragraph 1 above and such certification(s) and/or registration(s) are accepted by the Commission.

I. BIDDER'S REQUIRED SUBMISSION

1. The following documents must be submitted with the Bid Proposal:
 - a. **DBE SUBCONTRACTORS LIST** – Bidders must complete and properly execute the DBE Subcontractor list (Page P- 8).
 - b. Bidders must complete and properly execute the **“DBE ASSURANCE FORM”** (Page P-14).
2. The following document must be submitted to the Commission prior to award of the contract.

- a. Bidders must complete **DBE NOTIFICATION OF INTENT TO SUBCONTRACT** for each DBE subcontractor (Page P-9).
- b. Good-faith efforts documentation (if applicable).

SAVANNAH AIRPORT COMMISSION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS LIST
(Reproduce if additional copies are needed)

Disadvantaged Business Enterprise Subcontractor (Company Name)	Description of Work/Materials	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work \$ _____

Total Dollar Value of Basic Bid \$ _____

Percent of Total _____ %

SAVANNAH AIRPORT COMMISSION

DBE NOTIFICATION OF INTENT TO SUBCONTRACT

Project Name: TERMINAL CONCOURSE EXTERIOR METAL INSULTATED PANEL REFINISHING

Bid Date: _____

Contractor: _____

Hereby intends to subcontract or purchase materials for the following work items to:

DBE: Name _____

Address _____

City/State/Zip _____ Phone _____

Item No.	Description of Work/Materials	Unit	Quantity	Unit Cost	Amount

Total amount of subcontract \$ _____

DBE Sub or Supplier Signature _____

Title _____

Date _____

Prime Contractor Signature _____

Title _____

Date _____

This form must be signed by the Prime Contractor and the DBE Subcontractor. A separate form is required for each DBE Subcontractor. The form(s) shall be submitted whether or not DBE participation is being proposed. If DBE participation is not being proposed, Bidder, Prospective Contractor, or Contractor must indicate "NONE" beside DBE name and mark "O" in \$ value space. The proposed contract amounts specified on this form for a DBE firm must be the same (verify) as the amounts shown on the DBE Subcontractor's List for the same DBE firm unless the amounts are more favorable for the DBE or unless otherwise approved by the Commission. This form must be submitted with the Bid Proposal or within five (5) business days after bid opening.

J. GOOD-FAITH EFFORTS

Good-faith efforts are required by the Bidder, Prospective Contractor, and Contractor when the DBE goal established for a contract is not met, or any at any time during the contract when achievement of the DBE goal is in jeopardy. It is the Bidder's, Prospective Contractor's, and Contractor's responsibility to provide documentation as required by the Commission to ascertain the efforts made. Good-faith efforts include documented efforts made by Contractor to include personal contacts, follow-ups and earnest negotiations with DBEs. The Savannah Airport Commission reserves the right to accept or reject any and/or all effort(s) by Bidder, Prospective Contractor, and Contractor. The following are examples of effort(s) that are acceptable by the Savannah Airport Commission.

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract.
- b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs.
- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

K. CONTRACTOR ASSURANCES

Agreements between Bidder, Prospective Contractor, and Contractor and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidders are prohibited. The Bidder, Prospective Contractor, and Contractor shall make a

good-faith effort to replace a DBE subcontractor, which is unable to perform successfully, with another DBE subcontractor. Substitutions must be coordinated with and approved by the Commission.

The Bidder, Prospective Contractor, and Contractor shall establish and maintain records and submit reports and cancelled checks, as required, which will identify and assess progress in achieving the DBE subcontract goal and other DBE affirmative action efforts.

In order to properly monitor payments to DBEs, the Savannah Airport Commission will require that the prime contractor send along with each payment to their DBE subcontractor or supplier a "Verification of Payments Received Letter", (Page P-12) which the DBE(s) must sign and return to the Commission's DBELO for monitoring and DBE Program record keeping purposes.

The Savannah Airport Commission will also require each prime contractor to submit to the Commission a monthly pay request that shall be accompanied by a "DBE Utilization Form" (Page p-13) which is a report of DBE expenditures. The report shall show all DBE subcontractors, and non-DBE subcontractors if and as required by the Commission, the amount of their subcontract, the amount earned to date, the amount earned for that respective pay request and the amount remaining to be earned. At the sole discretion of the Commission, the contractor's future pay requests will be withheld or disapproved until the DBE Utilization Form is submitted as required, and until DBEs are promptly and properly paid as verified by receipt of the Verification of Payments Received Letter (Page P-12).

Prior to the close out of the project, if and as required, the Prime Contractor shall furnish the Savannah Airport Commission copies of cancelled checks, invoices, and any other information from all DBE subcontractors utilized on the project.

Failure by the prime contractor to comply with these requirements may result in the prime contractor being placed in default of its contract. In addition, violation of this provision by the prime contractor entitles the Commission to exercise any other rights it has by law or under the Contract.

END OF DBE REQUIREMENTS

VERIFICATION OF PAYMENTS RECEIVED

_____ (Date)

Mr. Dawoud Stevenson
Disadvantaged Business Enterprise Liaison Officer
Savannah Airport Commission
400 Airways Avenue
Savannah, GA 31408

RE: Verification of Payments Received
TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING

Dear Sir:

This letter is to certify that _____ (name of DBE firm) has received \$_____ (dollar amount) from _____ (prime contractor). This amount represents payment for work performed from _____ (M/D/Y) to _____ (M/D/Y) which is _____% of the total contract amount of \$_____.

Sincerely,

(Type or Print name of person signing letter) _____

Title

Personally appeared before me, the Undersigned Authority, _____ who is known to me to be an official of the firm of _____ who after being duly sworn stated his/her oath that he/she had read the above statement and that the same is true and correct.

This _____ day of _____, _____

Notary Public

State of _____

My Commission Expires _____

DBE UTILIZATION FORM

Project Name: **TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING**

Contractor (Company): _____

Address: _____

Pay Request #: _____ From _____ To: _____

Subcontractor	DBE/Non-DBE	Work Item	Subcontract Amount	Amount Earned To Date	Amount This Pay Request	Amount Remaining

Signed: _____

Date: _____

Type or Print Name: _____

Title: _____

Personally appeared before me, the Undersigned Authority, _____ who is known to me to be an official of the firm of _____ who after being duly sworn, stated of his oath that he had read the above statement and that the same is true and correct.

This _____ day of _____, _____

Notary Public: _____

State of _____

DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE FORM

The Bidder, Prospective Contractor, or Contractor shall complete the following statement by checking the appropriate box (check one only). Failure to complete this statement shall be grounds for rejection of Bid.

_____ The Bidder, Prospective Contractor, or Contractor is able to assure meeting the requirements of the DBE Provisions, included under the DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS, and shall utilize _____% (percent) Race-Neutral DBE participation.

(Company Name of Bidder/Prospective
Contractor/Contractor)
(Printed or Typed)

IRS Number: _____

(Printed Name of Person Signing)

By: _____
(Signature)*

Title: _____

Date: _____

* - Must be same signature of Bid Proposal.

END OF DBE ASSURANCE

SAVANNAH AIRPORT COMMISSION

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 60-1.40 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: _____

BY: _____

TITLE: _____

DATE: _____

SAVANNAH AIRPORT COMMISSION

BIDDER QUALIFICATION QUESTIONNAIRE

Submitted by _____
Name of Bidder

() An Individual _____

() A Partnership _____

() A Corporation _____

Principal Office Address:

The undersigned guarantees the truth and accuracy of all statements and all answers to questions hereinafter made.

1. How many years has your organization been in business as a contractor under your present name?

2. How many years experience in construction work has your organization had as a general contractor?

As a subcontractor?

3. List below the requested information concerning projects your organization has completed in the last five (5) years for the type of work required in this project.

Project Title	Contract Amount	Required Completion Date	Actual Completion Date	Name and Address of Owner
---------------	-----------------	--------------------------	------------------------	---------------------------

4. Have you ever failed to complete any work awarded to you? If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state name of individual, name of other organization, and the reason therefor.

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? If so, state name of individual, name of owner and reason therefor.

7. Give below any information which would indicate the size and capacity of your organization, including number of employees, equipment owned by your organization, etc., which are available for utilization of this Contract.

8. List below the names and addresses of the subcontractors you may expect to employ on this Contract and a description of the work each subcontractor will perform.

Name and Address of Subcontractor	Description of Work

9. List below the sources of supply of the various materials you intend to incorporate in this Contract.

Source of Supply	Material

Name of Bidder: _____

Address of Bidder: _____

By: _____

Title

Date: _____

Georgia Tax Registration No.: _____

Witness or Attest:

(Corporate Seal)

Sworn to and subscribed before me this
_____ day of _____, 2017.

My commission expires: _____

Notary Public

SAVANNAH AIRPORT COMMISSION

BID BOND

(NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____, as Principal, and _____, a Corporate Surety authorized under the laws of the State of _____ to do business in the State of _____, as surety, are held and firmly bound unto the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission in the sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves and our heirs, executors, administrator, successors and assigns.

The condition of the above obligation is such that if the attached proposal of _____ (\$ _____) for the improvement of airport facilities, **TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING**, stipulated in said proposal in accordance with the plans and specifications provided therefor, is accepted and the contract awarded to the above named Bidder, and the said Bidder shall within ten (10) days after notice of said award enter into a contract in writing and furnish the required Payment and Performance Bond with surety, or sureties, to be approved by the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission this obligation shall be void. Otherwise, the same shall be in full force and virtue of law, and the full amount of this Bid Bond will be paid to the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission as stipulated for liquidated damages.

Signed this _____ day of _____, 2017.

(Principal must indicate whether corporation, partnership, company or individual)

This person signing shall in his handwriting sign the principal's name, his own name, and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit as contained herein, show his authority to bind the corporation.

Principal

BY: _____

Title

Surety (Company Name)

Surety (Signature)

Countersigned:

Georgia Resident Agent

Georgia License Number

BID SCHEDULE

In accordance with all bid documents, addenda, plans, and specifications, the undersigned proposes to furnish all services, material, labor, tools, equipment, and other means of construction required for **TERMINAL CONCOURSE EXTERIOR METAL INSULATED PANEL REFINISHING.**

Base Bid Written In Words: _____

_____ (Dollars) (\$ _____.)

NAME OF BIDDER: _____

BY: _____

TITLE: _____

BUSINESS _____

ADDRESS: _____

WITNESS: _____

WITNESS: _____

SAVANNAH AIRPORT COMMISSION

CONTRACT

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, hereinafter designated the Owner, party of the first part, and _____ of the City of _____ and State of _____, hereinafter designated the Contractor, party of the second part,

W I T N E S S E T H:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise, and agree, the party of the first part for itself, its successors, and assigns, and the part(y) (ies) of the second part for (its) (itself) and (its) (their) heirs, executors, administrators, successors, and assigns, as follows:

That the part(y) (ies) of the second part in consideration of the sums of money herein specified to be paid by said party of the first part to said part(y) (ies) of the second part, shall and will at (its) (their) own cost and expense furnish all labor, materials, tools, and equipment for the improvement of **Terminal Concourse Exterior Insulated Metal Panel Refinishing**, Savannah/Hilton Head International Airport, in accordance with the Notice to Bidders, Instructions to Bidders, Proposal, Bid Schedule, and Bonds hereto attached, and in accordance with Plans, Specifications, General Conditions, and Supplemental General Conditions therein referred to as the Contract Documents, are hereby made a part of this agreement, all of said work to be fully completed to the satisfaction of the Engineer and to the acceptance of and by the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission in the lump sum amount of _____ dollars/cents (\$_____).

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the party of the first part may avail itself of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

That the Contractor shall commence the Work within ten (10) days of the date set by the Owner in a written Notice-To-Proceed and shall substantially complete all work under this Contract within forty-five (45) consecutive calendar days after the date shown in the Notice-To-Proceed, and shall substantially complete the milestones in the CONSTRUCTION SCHEDULE below within the number of Calendar Days from the Notice-To-Proceed shown therein.

The Owner hereby agrees to pay to the Contractor for the said work the unit prices set forth in the BID SCHEDULE, at the times and manner set forth in the Contract Documents. Payment to the Contractor by the Owner shall be made upon presentation of the proper certificates to the Owner and upon terms set forth in the Contract Documents.

It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction is not substantially complete by the Calendar Days specified below in COLUMN I of the CONSTRUCTION SCHEDULE, it is agreed that from any money due or to become due the Contractor or his Surety, the Owner may retain the dollar amount shown below in COLUMN II per Milestone per day for each calendar day thereafter, Sundays and Holidays included, that the work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the Contractor to complete the work within the times stipulated.

CONSTRUCTION SCHEDULE

	<u>Column I</u>	<u>Column II</u>
	Total Calendar Days After Notice-To-Proceed	Liquidated Damages per Calendar Day if Not Completed by Calendar Days Shown on Column I
Final Completion	45	\$500.00

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement the day and year first above written.

SAVANNAH AIRPORT COMMISSION

OWNER

(Party of the First Part)

BY: _____
Stephen S. Green, Chairman

ATTEST: _____
Gregory B. Kelly, Secretary
(Seal)

CONTRACTOR

(Party of the Second Part)

Company

BY: _____
Name (Signature)

TITLE: _____
Title

Name (Print/Type)
(Seal)

ATTEST: _____
Name (Signature)

TITLE: _____
Title

Name (Print/Type)
(Seal)

Contractor must indicate whether Corporation, Partnership, Company or Individual

Out-of-state contractors must affix Georgia tax registration number.

The person signing shall in his own handwriting sign the principal's name, his own name, and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, as contained herein, show his authority to bind the corporation.

Corporate seal is required for all companies that are incorporated.

SAVANNAH AIRPORT COMMISSION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
as Principal, hereinafter called Contractor, and _____
_____ as Surety, hereinafter
called Surety, are held and firmly bound unto the Mayor and Aldermen of the City of
Savannah, Georgia and the Savannah Airport Commission as Obligee, hereinafter
called Owner, in the amount of _____
_____ dollars (\$ _____) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____,
20____, entered into a Contract with Owner for **Terminal Concourse Exterior Metal
Insulated Panel Refinishing**, in accordance with all of the construction plans and
contract documents listed in the specifications prepared by the Savannah Airport
Commission., which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract.

NOW, THEREFORE, the condition of the above obligation is such that if the said
Contractor shall well and faithfully perform the things agreed by him to be done and
performed according to the terms of said Contract, and shall promptly make payments
to all persons supplying labor, material, and supplies used directly or indirectly by the
said Contractor, or subcontractor(s), in the prosecution of the work provided for in said
Contract, we agreeing and assenting that this undertaking shall be for the benefit of any
subcontractor, material men, or laborer having a just claim, as well as for the Obligee
herein, then this obligation shall be void, otherwise, the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for
any and all claims hereunder shall in no event exceed the amount of this obligation as
herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or
additions, in or to the terms of said Contract or on or to the plans and specifications
therefor shall in any way affect the obligation of said Surety or its Bond.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this
bond, by giving notice by registered mail.

Signed and sealed this _____ day of _____, 20__.

Principal must indicate whether corporation, partnership, company or individual.

Principal

The person signing shall, in his own handwriting, sign the principal's name, his own name and his title. Where a person signing for a corporation is other than the President or Vice President, he must, by affidavit as contained herein, show his authority to bind the corporation.

BY: _____
Name (Signature)

Name (Print/Type)

TITLE: _____

(Affix Contractor's Corporate Seal)

ATTEST BY: _____
Name (Signature)

Name (Print/Type)

TITLE: _____

(Affix Surety's Corporate Seal)

Surety

BY: _____
Name (Signature)

Name (Print/Type)

COUNTERSIGNED:

Georgia Resident Agent

Georgia Resident Agent (Print/Type)

Georgia License Number

SAVANNAH AIRPORT COMMISSION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____,
as Principal, hereinafter called Contractor, and _____,
_____ as
Surety, hereinafter called Surety, are held and firmly bound unto the Mayor and
Aldermen of the City of Savannah, Georgia, and the Savannah Airport Commission as
Obligee, hereinafter called Owner, in the amount of _____
_____ dollars
(\$ _____) for the payment whereof Contractor and Surety
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____,
20____, entered into a Contract with Owner for **Terminal Concourse Exterior Metal
Insulated Panel Refinishing**, in accordance with all of the construction plans and
contract documents listed in the specifications prepared by the Savannah Airport
Commission which Contract is by reference made a part hereof and is hereinafter
referred to as the Contract.

NOW, THEREFORE, the condition of the above obligation is such that if the said
Contractor shall well and faithfully perform the things agreed by him to be done and
performed according to the terms of said Contract, and shall promptly make payments
to all persons supplying labor, material, and supplies used directly or indirectly by the
said Contractor, or subcontractor(s), in the prosecution of the work provided for in said
Contract, we agreeing and assenting that this undertaking shall be for the benefit of any
subcontractor, material men, or laborer having a just claim, as well as for the Obligee
herein, then this obligation shall be void, otherwise, the same shall remain in full force
and effect, it being expressly understood and agreed that the liability of the Surety for
any and all claims hereunder shall in no event exceed the amount of this obligation as
herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or
additions, in or to the terms of said Contract or on or to the plans and specifications
therefor shall in any way affect the obligation of said Surety or its Bond.

The said Surety further stipulates and agrees that in the event of a default or
deficiency on the part of the Contractor amounting to a breach of the Contract, the
Owner may, by giving notice by registered mail to Contractor and Surety, require that
such default or deficiencies be remedied within thirty (30) days from the date of such
notice. Failure so to remedy or to take proper steps to remedy such defaults or
deficiencies within said period shall be cause for the Owner to require that Surety take
over and prosecute the work under the Contract and to take over all obligations
pertaining thereto. In the event the work under the Contract is taken over by the Surety
in a manner satisfactory to the Owner, the Owner will pay to the Surety henceforth all
amounts due and to become due under the Contract, including amendments, less the

balance of the Contract price previously paid to the Contractor and less liquidated damages, if assessed. The Owners shall not be liable for any monies not due on the Contract and shall not be made a party to any dispute between Contractor and Surety.

If the Surety does not take over the work in a satisfactory manner within thirty (30) days after the notice of default or does not proceed with completing the work in accordance with the Contract, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the work; to appropriate or use any or all material and equipment that may be suitable; to enter into agreements and provisions thereof; or to use such other methods as may be required for completion of the Contract. The Contractor and his Surety shall be liable for all costs incurred by the Owner in completing the work and for all liquidated damages in conformity with the terms of the Contract. If the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under this Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and if the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to have been served when delivered to the man in charge of any office used by the Contractor, his representative at or near the work, or by registered mail addressed to the Contractor at his last known place of business.

The said Surety further stipulates and agrees that this bond is also given and made as a guarantee insuring the Owner against loss resulting from costs of repairing, replacing, or reconstructing any portion of the work performed or equipment furnished under the Contract, because of failure to perform as specified or from being defective in any manner whatsoever. This bond shall remain in full force and effect for a period of one year after the date of written recommendation and of acceptance by the Engineer to the Owner.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this bond, by giving notice by registered mail.

Signed and sealed this _____ day of _____, 20____.

Principal must indicate whether corporation, partnership, company or individual.

Principal

The person signing shall, in his own handwriting, sign the principal's name, his own name and his title. Where a person signing for a corporation is other than the President or Vice President, he must, by affidavit as contained herein, show his authority to bind the corporation.

BY: _____
Name (Signature)

Name (Print/Type)

TITLE: _____

(Affix Contractor's Corporate Seal)

ATTEST BY: _____
Name (Signature)

Name (Print/Type)

TITLE: _____

(Affix Surety's Corporate Seal)

Surety

BY: _____
Name (Signature)

Name (Print/Type)

COUNTERSIGNED:

Georgia Resident Agent

Georgia Resident Agent (Print/Type)

Georgia License Number

SAVANNAH AIRPORT COMMISSION

BOND AFFIDAVIT

State of _____

County of _____

Before me, the undersigned authority, personally appeared _____, who, being duly sworn, deposes and says that he is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of _____ and the State of Georgia, to represent _____ of _____ a company authorized to make corporate surety bonds under the laws of the State of Georgia.

Said _____ further certifies that as Attorney-in-fact for the said _____ he has signed the attached bond in the sum of _____ (U. S. \$ _____) on behalf of _____ covering Savannah/Hilton Head International Airport, Savannah Airport Commission, Savannah, Georgia for the following project: **Terminal Concourse Exterior Metal Insulated Panel Refinishing.**

Said _____ further certifies that the premium on the said bond is _____ which will be paid in full direct to him as Attorney-in-fact, and included in his regular accounts to the said _____ and that he will receive his regular commission of _____ percent as Attorney-in-fact for the execution of said Bond and that his commission will not be divided with anyone except as follows: _____ percent to _____, who is duly authorized resident insurance agent and properly licensed under the laws of the State of Georgia.

Agent and Attorney-in-fact

COUNTERSIGNED:

Georgia Resident Agent

Georgia Resident Agent (Print/Type)

Georgia License Number

Acknowledgement for Attorney-in-fact

Sworn to and subscribed before me this _____ day of _____, A. D. 20____.

Notary Public,

State of _____

My Commission expires _____

GENERAL CONDITIONS

1. SUMMARY OF WORK

- a. This project consists of providing all labor and materials to prepare and paint approximately 21,000sf of in-place Metal Insulated Panels around the terminal concourse at the Savannah/Hilton Head International Airport. The work includes, but is not limited to cleaning, sanding, priming, and painting the insulated panels including all other metal coping and accent panels as shown on the plans.
- b. The location of the project is at the Savannah/Hilton Head International Airport, Savannah, Georgia.
- c. The Owner for whom this work shall be executed is the Savannah Airport Commission, 400 Airways Avenue, Savannah, Georgia 31408.

2. AIRPORT RULES AND REGULATIONS

Contractor(s) shall be responsible for informing all employees concerning pertinent airport and Federal Aviation Administration rules and regulations. Contractor(s) shall conform with all rules and regulations and directives issued either orally or in writing by the Owner or his representative. All pertinent local, state and federal safety requirements shall be observed by the Contractor(s) and Contractor(s)' personnel. Contractor(s) shall execute a Hold Harmless Agreement with the Savannah Airport Commission, which form shall be furnished by the Airport Commission.

3. BURNING

Burning is permitted on airport property by obtaining a permit from local government agencies.

4. ACCIDENTS

All accidents causing personal injury or property damage shall be reported to the Executive Director or his representative immediately. The contractor(s) shall provide, at the site, such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the Executive Director or his representative and the Project Engineer.

5. SANITARY FACILITIES

The Contractor shall furnish temporary sanitary facilities for his employees.

6. NOTICE TO PROCEED

The Notice to Proceed shall state the date on which it is expected the Contractor will begin the work and from which date the contract time will be charged. The Contractor shall begin the work to be performed under the contract within ten (10) calendar days of the date written by the Owner in the Notice to Proceed, but in any event, he shall notify the Owner at least 24 hours in advance of the time actual construction operations will begin.

7. SEQUENCE OF WORK

Work shall be phased in a way to minimize impacts to the operation of aircraft-related activity. Prior to construction, the contractor shall submit a plan based on completion of the work in the following phasing order: Gates 2, 4, 6, 8, 10, 9, 7, 5, 3, 1. The plan shall be approved by the Savannah Airport Commission.

8. CONTRACT TIME AND LIQUIDATED DAMAGES

- a. The number of calendar days for the completion of the project shall be forty-five (45) calendar days from the date of the Notice to Proceed.
- b. For each calendar day that any work remains uncompleted after the contract time (including all approved extensions in time and adjustments), the sum of \$500 per calendar day as liquidated damages shall be deducted from any money due or to become due to the Contractor for his surety.

9. EXTENSION OF CONTRACT TIME

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified, the Contractor may, at any time prior to the expiration of the contract time, make a written request to the Owner for an extension of time, setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner finds that 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 in such amount as the conditions justify. The extended time of completion shall then be in full force and effect, the same as though it were the original time for completion.

10. PREVAILING WAGE RATES

The construction wage rates have been furnished and compiled by the City of Savannah and certified by the U. S. Department of Labor to be wages prevailing for construction of projects in the Chatham County area. In accordance with the terms of the Proposal, the Contractor agrees to pay to each employee of the corresponding craft at least the wage rate listed.

In addition to the basic hourly rates shown, certain crafts, trades or industries indicate health, welfare, pension, and other fringe benefits which are given employees pursuant to a bonafide Collective Bargaining Agreement for the respective craft, trade, or industry. In the absence of any such Agreement, the basic hourly rates plus the monetary equivalent for the fringe benefit payments indicated, less any legal deductions, shall be paid directly to the employees.

If the wage rate determination of the U. S. Department of Labor incorporated in the following page does not include rates for requested classifications, the Bidder is responsible for ascertaining the rates payable for such classifications and whether area practice requires their use in accomplishing the work. No inference concerning area practice is to be drawn from this omission. Further, the omission will not, per se, establish any liability for increased labor cost resulting from the use of such classifications.

The Contractor and Subcontractors at any tier shall make and submit a copy of, to the Savannah Airport Commission, within seven (7) days, a record of all payments for labor with an affidavit that the weekly wages paid are not less than the applicable wage rates contained in the wage determination incorporated into the contract and that the classifications set forth therein for each laborer and mechanic conforms with the work he/she performed. Such records shall contain the name of the individual, his/her classification, the hourly rate, the number of hours worked, and the total amount paid including any and all deductions/withholdings for all individuals who provided and were paid via any means for labor on this project. Records shall be made, and copies provided to the Owner with each pay request, of all payments of any kind (including cash, check, voucher, or any other type of remuneration) to any individual (including employees, subcontractors, independent contractors, day laborers, or anybody else) who performed labor on this project for any kind of compensation whatsoever. Every pay request shall also include a copy of a record of Workers' compensation paid for any and all persons paid in any manner for labor of any type on this project.

The Contractor shall post and maintain a copy of the wage determination at the Contractor's field office or any other location as directed by the Savannah Airport Commission.

General Decision Number: GA170129 04/28/2017 GA129

Superseded General Decision Number: GA20160129

State: Georgia

Construction Type: Building

County: Chatham County in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	04/28/2017

BOIL0026-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 24.91	19.69

ENGI0474-002 07/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bobcat/Skid Steer/Skid Loader, Bulldozer, Forklift (under 15 tons), and Loader.....	\$ 22.72	12.30
Crane (over 10 tons) and Forklift (15 tons and over).....	\$ 24.55	12.30
Crane (over 120 tons).....	\$ 25.55	12.30
Crane (over 250 tons).....	\$ 26.55	12.30
Oiler.....	\$ 20.38	12.30

PLUM0188-001 08/01/2016

	Rates	Fringes
PIPEFITTER.....	\$ 26.40	14.05
PLUMBER (Including HVAC Pipe Installation).....	\$ 26.40	14.05

* SFGA0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.54	15.84

SHEE0085-002 08/01/2012

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct and Metal Roof Installation).....	\$ 28.34	11.55

SUGA2012-036 08/11/2012

	Rates	Fringes
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER.....	\$ 18.50	0.35
CEMENT MASON/CONCRETE FINISHER...	\$ 15.90	2.66
ELECTRICIAN (Low Voltage Wiring).....	\$ 18.00	1.67
ELECTRICIAN, Excludes Low Voltage Wiring.....	\$ 19.95	5.56
GLAZIER.....	\$ 16.42	2.00
IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 21.00	0.00
LABORER: Common or General.....	\$ 11.81	1.15
LABORER: Mason Tender - Brick...	\$ 9.00	0.00
LABORER: Pipelayer.....	\$ 12.00	0.23
LABORER: Plaster Tender.....	\$ 11.00	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.00	0.46
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
PAINTER: Brush, Roller and Spray.....	\$ 16.00	1.62
PLASTERER.....	\$ 16.00	0.00
ROOFER, Excludes Installation of Metal Roofs.....	\$ 11.38	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 16.88	2.53
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 15.56	0.00

TILE FINISHER.....	\$ 10.31	0.00
TILE SETTER.....	\$ 14.00	0.54
TRUCK DRIVER: Dump Truck.....	\$ 13.61	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.41	0.00

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

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

11. CONTRACTOR'S AND SUBCONTRACTOR'S RECORDS

- a. The Contractor and all Subcontractors, at any tier, shall maintain for a period of not less than three (3) years from the date of final payment all books, records, documents, and papers pertaining to the contract.
- b. The Contractor and all Subcontractors, at any tier, shall provide to the City of Savannah, the Savannah Airport Commission, the FAA, or any other Federal or State agency, the Comptroller General of the United States, or any of their duly authorized representatives access to all such books, documents, papers and records, pertaining to the contract for the purposes of examining, auditing and copying them.

12. INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain with a company or companies authorized to do business in the State of Georgia, and approved by the Savannah Airport Commission, such insurance as will protect the Commission, and Contractor, from claims set forth below which may arise out of or result from Contractor's operations under the contract and for which the Contractor is legally liable, which includes operations by subcontractors, subcontractor's/subcontractors, or by any persons directly or indirectly employed by Contractor or Subcontractor.

a. Claims under workers' compensation, disability benefit, and other similar employee benefit acts. Further, Contractor shall relieve the Commission from any costs due to accidents or other liabilities mentioned in workers' compensation act. Contractor or subcontractors with either an insufficient number of employees or in certain excluded occupational classifications are required to maintain WORKERS' compensation coverage on a voluntary basis regardless of the statutory regulations. If the Contractor is from a state other than Georgia, before work begins he shall take whatever measures are necessary to eliminate conflicts regarding which state is responsible for WORKERS' compensation claims.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by another person.

e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.

f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required above, shall be written for not less than the following amounts, or greater if required by law:

a. Workers' Compensation:

Georgia Statutory

Employer's Liability, including all states

\$1,000,000 - each accident

\$1,000,000 - disease - policy limit

\$1,000,000 - disease - each employee

b. Comprehensive General Liability: shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

Premises, operations, including explosion, collapse and underground; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage including completed operations; Contractual Liability; Personal Injury Liability with employment exclusion deleted. Must include projects at airports.

Bodily Injury and Property Damage Limits: \$1,000,000 combined single limit, each occurrence

Products and Completed Operations:

Insurance to be maintained for three (3) years after issuance of the final certificate for payment.

c. Mobile Equip/Comprehensive Vehicle Liability:

(Owned, non-owned, and hired.)

Bodily Injury/Property Damage Combined:

\$1,000,000 combined single limit, each occurrence

d. Umbrella/Excess Liability:

Umbrella/Excess Liability insurance covering all liability lines excess of the primary limits. The total limits of liability for each coverage including primary and umbrella coverages shall be no less than \$5,000,000 combined single limit – each occurrence.

e. Builders Risk (Property Insurance):
(IF APPLICABLE TO THE TYPE OF CONSTRUCTION)

Shall be purchased and maintained by the Contractor covering the entire Work at the site to the full insurable value thereof, including stockpiled material at the construction site intended for incorporation into the project.

Also, such insurance shall be in a company or companies against which Commission has no reasonable objection, and shall include the interest of the Commission, the Contractor, and Subcontractors in the Work. Such insurance shall insure against the perils of Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, and all other risks. If the Commission is damaged by the failure of the Contractor to maintain such insurance and to so notify the Commission, then the Contractor shall bear all reasonable costs properly attributable thereto. If not covered under such insurance or otherwise provided in the contract documents applicable to constructions, the Contractor shall effect and maintain similar Property Insurance on the Work stored off the site or in transit when such portions of the work are to be included in an application for payment under the contract.

The insurance required above should include contractual liability insurance applicable to the Contractor's obligations.

Detailed Information Relating to Insurance:

a. The Savannah Airport Commission requires that ALL LIABILITY POLICIES must be **ENDORSED** to include **the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its officers, directors, agents and employees as ADDITIONAL INSURED**. This must be reflected on the Certificate of Insurance which shall be furnished to the Commission. The Certificate of Insurance shall evidence proper limits of coverage as set forth herein and that the policy or policies will not be cancelled or modified without thirty (30) days prior written notice thereof is given to the Savannah Airport Commission. The Certificate shall also reflect that all policies have been endorsed to include waivers of any and all subrogation. The Contractor shall also require its subcontractors and subcontractors/subcontractors to endorse their policies to include **the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its officers, directors, agents and employees as ADDITIONAL INSURED**.

b. The extent of coverage or limits of liability provided under the policies procured by the Contractor and/or Subcontractors shall not be construed to be a limitation on the nature or extent of the Contractor's obligations or to relieve the Contractor of any such obligations or representation by the Savannah Airport Commission as to the adequacy of the insurance to protect the Contractor against the obligations imposed on him by law or by this or any other contract. All policies shall be primary and non contributory.

c. Immediate notification must be given to the Savannah Airport Commission and/or its agent upon receiving any knowledge or notification of claim or litigation on which the Savannah Airport Commission may be named.

d. The Contractor shall indemnify, protect, defend, and hold completely harmless the Commission, and its officers, agents and employees from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract and/or the use of occupancy of the leased premises or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Commission. The Commission shall give to Contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder.

All policies shall be endorsed to include waivers of any and all subrogation.

13. SAFETY

a. Airport safety is an extremely important element of managing and operating today's airport. Specific rules, regulations, advisory circulars and guidelines are placed upon the airport owner/operator to improve safety on airports and to protect its users, tenants, and neighbors.

- (1) Entry Into the Air Operations Area - Entry shall be by gate(s) designated by the Executive Director or his representative. The Contractor shall be responsible for gate security. No personal vehicles owned by Contractor's employees or subcontractors shall be allowed on the airfield at any time.
- (2) Communications - Radio contact with the control tower must be maintained by all Contractor vehicles on the airfield. Vehicles must contact the control tower upon entering active runway, taxiway, or apron area where aircraft are moving or are subject to move; and if working within five hundred (500) feet of the centerline of any active runway or two hundred (200) feet of the centerline of any (active) taxiway, the Contractor shall maintain radio contact with the control tower at all times. If the Contractor has vehicles with no radio, then such vehicles shall form a convoy and follow a vehicle having two-way radio contact with the control tower. Contractors working in runway clear zones shall maintain constant radio contact with the control tower. The Contractor shall be responsible for supplying his own radios.

The Contractor shall reimburse the Airport Commission for the full amount of any fines placed on the Airport Commission due to an unauthorized crossing of an active runway or taxiway by the Contractor or any of his subcontractors.

(3) Flags - All vehicles, upon entering the Air Operations Area shall display an orange and white-checked flag, staff mounted, of not less than three (3) feet square displayed on the vehicle. Cranes, backhoes, and similar equipment working within five hundred (500) feet of the centerline or runways and two hundred (200) feet of taxiways and in clear zones, shall display the same size and type of flag specified for vehicles attached to the boom. Crane booms shall be lowered when not in use.

(4) Storage Area

- a. Material or personal vehicular storage area shall be assigned by the Executive Director or his representative.
- b. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free unobstructed movement of aircraft.
- c. Loose materials capable of causing damage to aircraft landing gears, propellers, or being ingested in jet engines, shall not be stored on or around active aircraft movement areas.
- d. Stockpiled material will be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions in excess of 10 knots. Stockpiled material shall be prominently marked with orange flags and lighted with flashing yellow lights during hours of restricted visibility.
- e. The Contractor shall be responsible for the security of his material and equipment.

(5) Open Trenches

- a. All open trenches, excavations within the Air Operations Area, shall be marked by lighted and flagged barricades. Barricades shall be alternate orange and white markings with flashing yellow lights and a maximum of 18 inches in height. Barricades adjacent to runways or taxiway pavement areas shall be required to be secured in such manner to prevent tipping over. Flags shall be orange and white, staff mounted, and not less than 20" x 20". All barricades shall be subject to approval by the Executive Director. The Contractor shall provide the name and phone number of two individuals to be on call 24 hours per day for emergency maintenance of barricade lighting.

- b. All construction work closer than one hundred twenty-five (125) feet of the edge of a runway or eighty-five (85) feet from the edge of a taxiway will require temporary closing of the runway or taxiway. Temporarily closed taxiways shall be marked by lighted and weighted barricades as shown on the plans. Temporarily closed runways shall be marked with a cross placed on the runway numbers by the Savannah Airport Commission.
- c. Prior to beginning any excavation within two hundred (200) feet of the centerline of any runway or taxiway, the Contractor shall notify the Executive Director or his representative. All trench excavation within the Air Operations Area shall be backfilled and compacted at the end of each work day.
- d. Construction equipment or material shall not be stored within the Air Operations Area during hours of restricted visibility or darkness without the approval of the Executive Director or his representative.
- e. Open flame welding or torch cutting operations are prohibited unless fire and safety precautions are provided in accordance with NFPA codes and approved by the Owner. Open flame welding or torch cutting will be permitted on Airport property by obtaining a permit from the Airport Fire Department.

Any use of oxygen/acetylene welding equipment or open flame equipment shall require the Contractor to obtain a permit from the Airport Fire Chief.

(6) Motorized Vehicles

- a. Vehicular traffic crossing active aircraft movement areas (runways, taxiways or aircraft parking aprons) shall be controlled either by two-way radio contact with the control tower, by escort, flagman, signal lights, or other appropriate means as approved by the FAA Control Tower Chief. After receiving clearance from the Control Tower, the driver's personal observation that no aircraft is approaching his position will be made before he makes any crossing of active taxiway or runway. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING HIS OWN RADIOS.**
- b. Contractor(s) shall post two (2) crossing guards, one (1) on each side of all active aircraft movement areas (runways, taxiways and aircraft movement areas (runways, taxiways and aircraft parking aprons)). Each crossing guard shall be equipped with a portable two-way radio (121.90 MHz) and

maintain constant radio contact with the control tower. All vehicular traffic shall come to a complete stop at all active aircraft movement areas and shall not proceed into active aircraft movement areas without authorization from the control tower. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING HIS OWN RADIOS.**

- c. If it is desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers, then the identifying symbol shall be of eight (8) inch minimum, block-style character of a color easily read. Symbols may be applied by use of tape or water soluble paint.
- d. Motorized vehicles and equipment operating in the AOA shall not exceed fifteen (15) miles per hour.
- e. Aircraft shall have priority over all motorized vehicles and equipment.

(7) Disposal of Debris

All construction debris shall be disposed of off airport property in accordance with all federal, state and local laws. All clean fill material shall remain the property of the Savannah Airport Commission and be disposed of on airport property as directed by the Savannah Airport Commission.

- (8) NOTAMS - Construction NOTAMS shall be issued by the Executive Director or his representative. Construction causing runway or taxiway closures shall be kept to a minimum and scheduled closures shall be discussed with the Executive Director or his representative as far in advance as possible, but not less than forty-eight (48) hours in advance. Landing and taking off of scheduled airlines shall have priority.

- (9) Erosion - Contractor(s) shall consider permanent means of control or prevention of soil erosion not only to preserve and protect the slopes, pavement and other facilities, but also to reduce potential sources of water pollution.

- (10) All electrical and control cables shall be buried a minimum of thirty-six (36) inches below the surface of the ground.

14. SECURITY

Contractor shall be responsible for the security of his equipment and materials. He shall be responsible for the security of all perimeter security gates, terminal doors

and hatches leading to secure areas utilized by him. As directed by the Executive Director, locks shall be placed on each gate used by the Contractor. The locks must be marked in a manner showing company ownership and a key or combination provided to the Airport Public Safety Department. The gates shall be locked at all times or guards posted at the gates to control access through them. Gate guards shall have a radio or cellular phone which will enable them to call the Police to report security problems or the contractor to verify identities, etc. For joint use gates, if a lock is found unsecured, the company owning the lock is in violation of Airport Rules and Regulations. In addition, unauthorized entry to the Air Operations Area through the gates may result in the responsible party being cited for violating Airport Regulations.

- a. The Transportation Security Administration Act 2002, 49 USC, 67FR8355, gives the Transportation Security Administration (TSA) authority to place a fine on any airport found to be in breach of a security requirement.
- b. The Contractor shall reimburse the Airport Commission for the full amount of any fines placed on the Airport Commission due to negligence on the part of the Contractor. Fines may be placed on the Airport Commission for such things as security gates being unlocked, terminal doors not secure, fences torn down, and Air Operations Area not being properly secured. These are only examples of items causing fines and not limitations. There could be other related items.
- c. It is the Contractor's responsibility to prevent any breach of security within his area of construction or any route of entry to area of construction.
- d. Security Clearances - All personnel having unescorted access to any security restricted area shall wear valid Savannah International Airport identification badges so they are visible on their outer garments in such areas at all times to permit ready recognition by Airport Public Safety Officers. Contractors' employees may be issued any one of the below listed Security Identification, etc. badges.
 1. The Airport Identification Badges are issued to approved personnel in several colors:
 - a. Brown/Black – Issued to personnel requiring unlimited access inside the secured SIDA.
 1. Effective December 6, 2002, the TSA requires anyone requesting unescorted access to the SIDA shall be fingerprinted, a background check performed, and results returned prior to ID Badge being issued. **No exceptions.** This process takes 2 – 3 weeks. Anyone applying for badges shall submit application as soon as possible to ensure fingerprints / criminal history records are returned prior to start date of project.

2. The cost for processing is \$30.00 per person. Everyone receiving a blue/pink ID Badge must be fingerprinted.
 - b. Yellow – Issued to contractors working in the vicinity of the aircraft movement area in order to perform their required duties. Persons with yellow badges may NOT enter the secured SIDA.
 - c. Red – Issued to contractors working in the 1542.203 area who do not need access in the vicinity of the aircraft movement area or taxiways to perform their required duties. Persons with red badges may NOT enter the secured SIDA.
 - d. Blue/Pink – Issued to general aviation and tenants who require incidental access to the 1542.203 areas. Persons with blue/pink badges may NOT enter the secured SIDA.
2. The color of the badge signifies the area on the airport where the badge holder may operate.
 - a. Identification badges must be controlled at all times. When personnel are terminated, upon completion of the construction project, and when badges expire, the Contractor is responsible for returning identification badges to the Airport Public Safety Department. Before a new badge is issued to any person, their expired or invalid badge must be returned to the Airport Public Safety Department.

Upon completion of a project, it will be the responsibility of the General Contractor to collect all badges issued under his contract. Subcontractors are responsible for collecting their badges. Before final payment is made on the project, a written notification from the Airport Public Safety Department will be given to the Director of Engineering. The written notice will state the number of badges issued and the number of badges returned.

- b. A fee of \$15.00 (without reader), \$22.00 (with reader), payable in advance, is charged for each badge issued. Each Contractor and subcontractor shall make a cash deposit of \$100 prior to receiving any badges. This deposit is refundable providing all badges have been returned. For each badge not returned by the Contractor or subcontractor, \$100.00 will be deducted from any monies due the Contractor or his surety. All costs, i.e., ID Badge, fingerprint requirements, and deposit(s) shall be paid in advance.
- c. The Contractor shall be required to comply with the Transportation Security Administration Amendment to Part 1542.209 prior to commencing work. All personnel hired after December 6, 2002, who have unescorted access to any area

on the airport controlled for security reasons shall have background checks to the extent allowable by law, including at a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee/applicant relative to employment in the preceding ten (10) years. The Contractor shall certify to the Commission by using SAC Form 513 that such checks were conducted and are on file in the Contractor's office for inspection by the Transportation Security Administration (TSA) or Savannah Airport Commission representatives.

- d. The Contractor shall designate a Signatory Authority and provide the name of the signatory to the Savannah Airport Commission. The Signatory Authority functions as the certification officer for the company and is required to fulfill the following additional requirements associated with Signatory Authority.
 - 1. Initial Signatory Training.
 - 11. Annual recurrent signatory training.
 - 111. SIDA Training.
 - IV. Failure to designate a Signatory or failure of this Signatory to complete the training requirement will be cause for the SAC to cease issuing badges for the contractor.
- e. SAC Form 513 shall be used by the Contractor whenever certifying identification badges. Only the Contractor Signatory Authority, who shall be designated in writing, shall sign SAC Form 513.
- f. All badge requests and background forms shall be turned in forty-eight (48) hours in advance. Once approved, all badge holders shall attend SIDA Contractor's badge and/or airfield drivers training classes.
- g. Any person found within any security restricted area without proper identification shall be in violation of Federal law and the Airport Rules and Regulations. All such persons shall be escorted off the Air Operations Area and may be cited by the Airport Public Safety Department. In addition, the person may have their identification badge revoked.
- h. Any delay in construction of project due to violations of Federal or Airport Regulations shall be absorbed by the Contractor and not the Airport Commission.

15. AFFIDAVIT AND FINAL PAYMENT

Before any periodic pay estimate or the final payment under this contract is made, the Contractor shall submit to the Owner a Contractor's Affidavit of Payment of Debts and Claims and a Contractor's Affidavit of Release of Liens. (See Page GC-15 and GC-16.)

AFFIDAVIT

Contractor's Affidavit of Payment of Debts, Claims and Release of Liens.

Whereas a contract was entered into on _____, between the Savannah Airport Commission and _____ for construction of **Terminal Concourse Exterior Metal Insulated Panel Refinishing.**

The undersigned hereby certifies that all work under the above contract has been performed in accordance with the terms thereof, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character including disputed claims or any claims to which the contractor/party has or will assert any defense arising out of the performance of the contract which have not been paid and satisfied in full.

The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

The undersigned makes this affidavit as provided by law for the purpose of receiving payment for work performed during this contract of all claims against the Owner arising under or by virtue of this contract. Acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of this contract.

This pay period from _____ to _____

Signature _____

Title _____

Company _____

Personally appeared before me, the Undersigned Authority, _____ who is known to me to be an official of the firm of _____ who after being duly sworn, stated of his oath that he had read the above statement and that the same is true and correct.

This _____ day of _____, _____

Notary Public, State of

My Commission expires _____

PERIODIC PAY REQUEST

AFFIDAVIT

Contractor's Affidavit of Payment of Debts, Claims and Release of Liens

Whereas a contract was entered into on _____, between the Savannah Airport Commission and _____ for construction of **Terminal Concourse Exterior Metal Insulated Panel Refinishing**.

The undersigned hereby certifies that all work under the above contract has been performed in accordance with the terms thereof, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character including disputed claims or any claims to which the contractor/party has or will asset any defense arising out of the performance of the contract which have not been paid and satisfied in full.

The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the owner.

The undersigned makes this affidavit as provided by law for the purpose of receiving final payment in full settlement for work performed during this contract of all claims against the owner arising under or by virtue of this contract. Acceptance of such payment is acknowledged as a release of the owner from any and all claims arising under or by virtue of this contract.

This _____ day of _____, _____.

Signature _____

Title _____

Company _____

Personally appeared before me, the Undersigned Authority, _____ who is known to me to be an official of the firm of _____ who after being duly sworn, stated of his oath that he had read the above statement and that the same is true and correct.

This _____ day of _____, _____.

Notary Public, State of _____

My Commission expires _____

FINAL PAY REQUEST

16. PAYMENT FOR MATERIALS ON HAND

- a. Partial payments may be made to the extent of the delivered cost of non-perishable 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:
 - 1. The materials have been stored or stockpiled in a manner acceptable to the Engineer at or an approved site.
 - 2. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
 - 3. The Contractor has furnished the Engineer with satisfactory evidence that the material and transportation costs have been paid.
 - 4. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled, if requested.
 - 5. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage or to disappearance of such materials at any time prior to use in the work.
 - 6. The value of the delivered material to be used in one item of work exceeds \$3,000 and is not scheduled to be incorporated into the work within 60 days after delivery.
- b. 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 responsibility for furnishing and placing such materials in accordance with the requirements of the contracts, plans, and specifications.
- c. 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.
- d. No partial payments will be made for stored or stockpiled living or perishable plant materials.

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

17. WARRANTIES AND GUARANTEES

The Contractor shall furnish to the Owner written warranties on all equipment and material furnished on this contract. The Contractor will guarantee to the Owner that he will replace, repair, and make good any and all failures of his work, including all labor and material required to repair or replace all failed work for a period of 12 months beginning at the date of written acceptance of the project. If an item fails or has to be replaced within that 12 month period, he will, upon replacement or repair, guarantee that item for an amount of time that will equal 12 months from the date of repair or replacement.

18. AS BUILT PLANS

The Contractor shall note on a set of plans any and all changes made to the plans, to include dimensions and reference points of the changes made. Any authorized changes made to the plans will be noted on the plans. All uncharted utilities or structures encountered during construction will be noted and located on the plans. This set of marked up as built plans will be submitted to the Owner prior to final payment being made on the project.

19. PROTECTION OF AIRPORT, CABLES, CONTROLS, NAVAIDS, AND WEATHER BUREAU FACILITIES

- a. The Contractor is hereby informed that there are installed on the airport FAA Navaids, including, without limitation, ASR, UHF, and VHF receivers and transmitters; U.S. Weather Bureau facilities; airfield lighting systems; electric cables and controls relating to such Navaids and facilities. Such Navaids, Weather Bureau and other facilities, and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time.

Approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the Engineer acting under the orders and instructions of the airport management and the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineer, the Airport Management, or the FAA Control Tower (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared areas only when additional instructions are issued by the Engineer.

20. CHANGE ORDERS

Any change to the scope of work that affects the price of the Contract shall be submitted in writing and approved by the Executive Director, Savannah Airport Commission, or his representative. If the change is an emergency and critical to the project, a verbal approval by the Executive Director may be given provided an estimated cost of the change is given prior to approval. Any work performed without approval of the Executive Director will be done at the Contractor's own expense, and no compensation will be made by the Savannah Airport Commission for such work.

21. PERMITS

The Contractor shall be responsible for obtaining any and all licenses and permits to conduct the work as may be prescribed by the federal government, State of Georgia, Chatham County or the City of Savannah. Any fee or expenses associated in obtaining any license or permit shall be paid by the Contractor.

22. INDEMNIFICATION

a. Governing Law

This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

- b. The Contractor shall protect, defend, and indemnify Commission and its officers, agents and employees from an against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of contractor's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury, death, or damage is caused by the sole negligence of the Commission. The Commission shall give to contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

23. TERMINATION OF CONTRACT

The provisions of this contract may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other. In the event the Savannah Airport Commission causes abandonment, termination, or suspension of this Contract, or parts thereof, the Contractor shall be compensated for services rendered up to the time of such

abandonment, termination or suspension. Compensation to the Contractor shall be for any reasonable costs incurred by the Contractor up to the time of abandonment, termination or suspension. The Contractor shall submit full documentation of costs incurred.

24. PERFORMANCE BOND, PAYMENT BOND, LABOR AND MATERIALS BOND

The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

The Contractor shall be required to furnish in duplicate a Performance Bond and a Labor and Material Payment bond, each in the amount of one hundred percent (100%) of the Contract Sum, written by a surety company licensed to do business in the State of Georgia and approved by the Owner.

25. GOVERNING LAW

This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of Georgia.

26. NONDISCRIMINATION

(As required by Title VI of the Civil Rights Act of 1964; Department of Transportation 49 CFR Part 21; and Section 520 of the Airport and Airway Improvement Act of 1982).

Contractor shall comply with and shall ensure that the following Non-Discrimination clause is inserted in all subcontracts, subleases, and other agreements at all tiers:

“The Contractor 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.”

SECTION 09911 – EXTERIOR PAINTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Steel.
 - 2. Galvanized metal.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Stop coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current “MPI approved Products List” for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in “MPI approved Products List.”
 - 2. Preparation and Workmanship: Comply with requirements in “MPI Architectural Painting Specification Manual” for products and paint systems indicated.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 1. Sherwin-Williams Company (The)

2.2 PAINT, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Color: As selected by the Savannah Airport Commission from manufacturer's full range, custom mixing may be required by some paint manufacturers.

METAL PANELS

1. Primer: Sherwin-Williams DTM Bonding Primer Off-White B66A00050.
2. Topcoat (2 coats): Sher-Cryl High Performance, Acrylic Semi-gloss Coating, Extra White B66W00351.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Verify Suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated. No spraying will be allowed.
 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Application rate and mill thickness shall be per the manufacturer's recommendations.

3.4 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
1. Owner may engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
 2. Testing agency will perform tests for compliance of paint materials with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by

the Savannah Airport Commission, and leave in an undamaged condition.

- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 09911