

Generic

BID PACKAGE

for

T-Hangar Building

(Airport Name)

WPI Number
State Job Number

Florida DOT Aviation Office
(Date)

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(Date)

INVITATION TO BID

The (*Airport Name*) (Airport Owner) is requesting proposals from qualified firms that would be interested in designing and building T-hangars.

It will be necessary that all work meet the requirements of all regulatory agencies. (In the absence of specific local requirements, the FDOT Aviation Office recommends the minimum structural requirements of the ASCE 7-95 Standards and the minimum fire requirements of NFPA 409.) The hangars must have a clear span of at least 40 feet wide and 10 feet high for singles. (Twins use 42 feet wide and 12 feet high). Each hangar also must have individually metered electric service (110-single phase), interior partitions from floor to the top of the building, and a 4" (not including footings) concrete floor sloped to drain with entrance ramps as shown on the drawings.

Plans and Specifications will be available, for a \$10.00 non-refundable deposit, at the office of the Owner. (*Airport name and address*)

Proposals will be received until (*time and date*) at the office of the *Airport Owner*. All proposals will be opened and publicly read aloud immediately thereafter.

Any questions relative to this project should be addressed in writing to the *director* so that all interested parties may have benefit of like responses.

Proposal Form

for

T-Hangars, *Airport Name*

Those interested in submitting proposals for this work must submit a bid bond or other acceptable security in the amount of at least five percent, (5%) of the amount of said proposal.

The Airport Owner reserves the right to accept or reject any or all proposals or parts thereof in the interest of the Airport Owner. They may reject all proposals and rebid should they find it to be in their best interest. The Airport Owner may also waive any technicality in their specifications or proposals received that would be in their best interest.

Due to world and economic conditions the Airport Owner may for any reason not award any portion of the proposal or may cancel the project entirely. (In the absence of specific local requirements, the FDOT Aviation Office recommends the minimum structural requirements of the ASCE 7-95 Standards and the minimum fire requirements of NFPA 409.)

General Requirements (See also General Specifications, GS-1)

The building shall be designed and constructed to meet all building codes and regulations for the jurisdiction in which erected.

The building shall have one 10' long, 12" throat, non-operable fixed roof vents with screens spaced to ventilate each hangar bay.

Each individual hangar shall have, at minimum, one skylight panel (2' x 8' minimum) located over the aircraft tail section area.

Each hangar shall have individual meters for electric service consisting of one 8', 2-bulb, 40 watt fluorescent fixture located at roof level in the center of the hangar. Said fixture shall be operated by a switch located at the door opening and 5' above the floor. Beside each light switch shall be one duplex 110 volt receptacle.

“End areas” (non-aircraft areas) shall have one 100 watt light in the ceiling of each area operated by a switch located at the door. All “end areas” shall be on one “house meter”. Said circuit shall also contain four (4) 300 watt security flood lights with photocells plus motion detectors for each building located two on each side approximately 65' from each end of the buildings.

Each hangar building floor shall be 1½” higher in the center so as to drain outward. Contraction joints shall be saw cut transversely between all columns and length ways between all center columns.

Said joints shall be ¾" deep and shall be cut within 24 hours after the concrete is poured.

The structure shall have a four (4) hour, floor to ceiling fire wall built at code required locations in the building.

Each hangar entrance ramp shall be 4" thick (with 6" thickened edges) PCC and sloped in a positive direction away from the building (See detail). Said slope shall not exceed two percent, (2%). Each ramp shall have on longitudinally contraction saw cut in its center and two lateral cuts, one at the end of the flared section and one midway toward the building. Said contraction joints shall be saw cut at least ¾ inches deep and be cut within 24 hours from the time the concrete is poured. All concrete shall be 3000 psi within 28 days.

The building shall be constructed with lockable hangar doors complete with individual locks sets with one master key. All “end areas” shall individual 3'-0" x 6'-8" metal personnel doors complete with aluminum thresholds, door closures and lever handle mortise lockset hardware. Each door shall be individually keyed with one master.

The building shall have a guaranteed 20 year roof. If the building is metal, the roof shall be galvalum. All side panels and trim colors shall be selected by the Airport Owner. Also, the building color shall be selected by the Airport Owner. Also, the building shall be equipped with gutters and down spouts.

All hangar doors shall be bottom roller or bi-fold type and meet the windload codes for the *local* Florida region.

All areas disturbed by this construction shall be sodded with grade “A” Argentina Bahia or Floratam sod.

The building length may vary depending upon manufacturer. However, the width to the outside of the girts dimension shall not be less than 32 feet. (34 feet for twin engine aircraft)

PROPOSAL:

This proposal contains all labor, equipment, and materials for a complete project and includes all insurance, permits, fees, and lien releases for same. No request for additional compensation will be made. The person signing this proposal verifies that he/she has visited the job site and understands its condition.

Base Bids:

Proposal for complete T-Hangars, *Airport Name* project. Price in figures: _____.

Price in Words: _____

_____.

Address: _____

Phone: _____

Contact Person: _____

Signed: _____

Date: _____

Company Seal:

Notary:

Airport Name

STATEMENT OF INSPECTION

DATE _____

_____ hereby certifies that its representative(s) have inspected all bid documents and work site at *Airport Name*, and is fully informed as to the conditions to be encountered.

Name of Company Representative(s) (PLEASE PRINT)

Signature of Company Representative(s)

Company Name (PLEASE PRINT)

Company Address and Telephone Number

Signature of Airport Owner Representative present at the Contractor's Inspection - Date

THIS DOCUMENT MUST BE SIGNED AND RETURNED TO THE AIRPORT OWNER PRIOR TO BID OPENING.

GENERAL CONDITIONS, SPECIFICATIONS
AND PROJECT REQUIREMENTS

T-HANGARS
(AIRPORT NAME)

(AIRPORT ADDRESS)

FLORIDA DOT AVIATION OFFICE
DATE

Section 1-1

1-1. Interpretations of Documents

Prior to bid opening, if any person is in doubt as to the true meaning of any part of the project requirements or Procedural Documents, he must bring this to the attention of the Engineer and may submit a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person requesting the same. Neither the Airport Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

1-2. Performance Bond & Builder's Risk Insurance

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. The Bond shall be secured from a surety company satisfactory to the Airport Owner. The form of the Bond of the successful Bidder will be required to be executed and included in the Contract Documents. The Contractor shall provide and maintain for the duration of this Contract all builder's risk coverage in the amount equal to 100 percent of the replacement cost of the structure. The Airport Owner shall be specifically named as additional insured. The Contractor shall also provide evidence of comprehensive coverage for general liability insurance in the amount of \$500,000. Bodily Injury and Property Damage including coverage for completed operations. The Airport Owner shall be specifically named as additional insured. In addition to the above, the Contractor shall also provide evidence to the Airport Owner that he has purchased and maintains in effect Workers' Compensation coverage.

1-3. Liquidated Damages

It is understood and agreed that time is of the essence of the Contract, and that failure on the part of the Contractor to complete the Contract work within the time agreed upon will result in certain loss and damage to the Airport Owner. Bidder must agree to commence work on or before thirty days after mailing of a written "Notice to Proceed" by the Airport Owner representative, and to fully complete the project within 90 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$200 for each consecutive calendar day thereafter. The full amount of such damages may be deducted from payments due the Contractor or obtained by other legitimate means of recovery if earned payments withheld are inadequate to cover such damages.

1-4. Knowledge of Local Conditions and Contract Documents

The undersigned declares that he has examined the site of the proposed work, the Drawings, Specifications and other Procedural Documents and is familiar with the site where the work is to be performed, and the local conditions affecting the Contract and the requirements (of) for the construction and understands that in making this Proposal he waives all rights to plead any misunderstanding regarding the same.

Section 2-1

ARTICLE 1. Principles and Definitions

- (1) The Contract Documents consist of these General Conditions, the Agreement, the request and proposal, and all applicable codes, including all modifications thereof incorporated in the documents before their execution. These form the Contract.
- (2) The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor, and it includes one who furnished material even though he does not work.
- (3) The term “Work of the Contractor or Subcontractor” includes labor or materials, or both.
- (4) Written notice shall be deemed to have been duly served if delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at, or sent by registered mail to the last business address known to him who gives the notice.
- (5) All the time limits stated in the Contract Documents are of the essence of the Contract.
- (6) The law of the place of building shall govern the construction of this Contract.

ARTICLE 2. Execution, Correlation and Intent of Documents

The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and material reasonably necessary for the proper execution of the Work. It is not intended, however, that materials or work not covered by, or properly inferable from, any heading, branch, class or trade of the specifications shall be supplied, unless distinctly so noted on the plans. Materials or Work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. When the Specifications and Plans conflict, the Specifications shall govern.

ARTICLE 3. Detail Drawings and Instructions

The Engineer shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, or reasonably inferable therefrom. The Work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instruction.

Figure dimensions on the Plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies, shall be brought to the attention of the Engineer and his decision thereon shall be final.

ARTICLE 4. Plans and Specifications on the Work

The Contractor shall keep one copy of the Plans and Specifications at the work site, in good order, available to the Engineer and to his Representative. A marked-up copy will be provided the Owner for "As-Built" purposes.

ARTICLE 5. The Engineer's Status

The Engineer shall have general supervision and direction of the Work. He is an agent of the Airport Owner and has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of the Contract.

ARTICLE 6. The Engineer's Decisions

The Engineer shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents.

ARTICLE 7. Foreman, Supervision

The Contractor shall keep on his Work, during its progress, a competent foreman and any necessary assistants, all satisfactory to the Engineer. The foreman shall not be changed except with the consent of the Engineer, unless the foreman proves unsatisfactory to the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. On written request such directions shall be confirmed in writing to the Contractor.

The Contractor shall give sufficient supervision to the Work, using his best skill and attention. He shall carefully study and compare the Plans, Specifications, and other instructions and shall at once report to the Engineer any error, inconsistency or omission which he may discover.

ARTICLE 8. Material, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, and power necessary for the execution of the Work. Unless otherwise specified, all material shall be new and both workmanship and material shall be of good quality.

If not otherwise provided, materials or Work called for in this Contract shall be furnished and performed in accordance with well-known established practices and standards recognized by Architects, Engineers and the trade.

The Contractor shall not employ on the Work any person not skilled in the Work assigned to him.

As soon as possible after the execution of the Contract, on all Contracts incorporating manufactured items, the Contractor shall submit to the Engineer for approval the name of the manufacturer of each item proposed to be purchased, together with a complete description of the item and catalog cuts. No final purchase of major equipment items shall be made until the written approval of the Engineer is obtained, and no deviation from the selected manufacturers, as stated in the Contract, will be accepted.

The Contractor's attention is directed to the material tests required on this Contract. All laboratory tests shall be made by a testing laboratory employed by the Contractor and approved by the Engineer. The cost of the tests shall be paid by the Contractor. Unless otherwise provided in the Special Conditions of this Contract, and/or in the Contract specifications, the Contractor shall furnish the materials to be tested and incidental materials and labor required at the site in connection with the tests, the costs of which shall be considered as included in the price or prices set forth in the Contract for Contract items.

When required by the Specifications, or when called for by the Engineer, the Contractor shall furnish the Engineer, for approval, full information concerning the materials or articles which he contemplates incorporating in the Work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

All materials and workmanship shall be guaranteed by the Contractor and the Surety for a period of one year from the date of final acceptance, and this guarantee must be covered in the surety Bond for the Contract.

ARTICLE 9. Inspection of Work

The Engineer or his Representative (as well as the authorized representative of the Florida DOT) shall at all times have access to the Work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access for inspection.

At any time during the course of construction of this project when, in the opinion of the Engineer, provisions of the Plans, Specifications or Contract Conditions are being violated by the

Contractor or his employees, the Engineer shall have the right and authority to order all construction to cease or materials to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the Work in compliance with the provisions of the Contract. It shall not be construed as a waiver of defects if the Engineer shall not order the Work stopped or materials removed, as the case may be.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority requires any Work to be especially tested or approved, the Contractor shall give the Engineer

timely notice of its readiness for inspection. If the inspection is by authority other than the Engineer, the Contractor will notify that authority of the date for such inspection. Inspections by the Engineer shall be promptly made. If any such Work should be covered up with fill, concrete, metal, or any material without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Should it be considered necessary or advisable by the Airport Owner at any time before final acceptance of the entire Work, or at any other time, to make an examination of Work already completed by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such Work is found to be defective in any material respect due to fault of the Contractor or his Subcontractors, he shall defray all the expense of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of labor and materials necessarily involved in the examination and replacement, plus 10 percent, will be allowed to the Contractor.

ARTICLE 10. Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Airport, and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement. If the Contractor does not remove such condemned Work and materials within a reasonable time, fixed by written notice, the Airport Owner may remove them and may store the material at the expense of the Contractor. The Airport Owner after having given ten (10) days written notice to the Contractor may sell such material for all expenses incurred.

ARTICLE 11. Deductions for Uncorrected Work

If the Airport Owner deems it inexpedient to correct work injured, or done in accordance with the Contract, the difference in value, together with a fair allowance for damage, shall be deducted.

ARTICLE 12. Corrections of Work After Final Payment

Neither the final certificate for payment nor any provision in the Contract documents shall relieve the Contractor of responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and upon written notice, he shall remedy any defect due thereto and pay for any damage to other Work resulting therefrom.

ARTICLE 13. Protection of Work and Property Accident Prevention

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contradiction of applicable law.

The Contractor in executing the Work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets, and the Airport Owner is to be the sole judge as to what constitutes a hazard to traffic. The Contractor shall notify and keep local Police and Fire Department fully informed as to streets or alleys which are to be closed to traffic for construction purposes.

The Contractor shall continuously maintain adequate protection of all the Work from damage, and shall protect the Airport Owner's and adjacent properties from injury arising in connection with this Contract.

The Contractor will be responsible for any and all damage to property, public and/or private, that may be caused by his operations in the performance of this Contract, and the

Contractor shall defend any suit that may be brought against himself, and/or the Airport Owner on account of damage inflicted by his operations, and shall pay any judgment awarded to cover such damage. The requirements of OSHA are incorporated as part of this Contract.

ARTICLE 14. Emergencies

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor is hereby permitted to act at his discretion to prevent such threatened loss of injury, and shall so act without appeal.

ARTICLE 15. Insurance and Hold Harmless Agreement

The Contractor shall save and hold harmless the airport Owner from claims under workmen's compensation acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to property-- any or all of which may arise out of or result from the

Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

ARTICLE 16. Cash Allowances

The Contractor shall have included in the Contract Sum, all allowances named in the Contract Documents, and shall cause the Work so covered to be done. The Contractor declares that the Contract Sum includes such sums as he deems proper. No demand for expenses of profit other than those included in the Contract Sum shall be allowed. The Contractor shall not be required to employ for any such Work a subcontractor against whom he has a reasonable objection.

ARTICLE 17. Claims for Extras

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he shall give the Engineer written notice thereof before proceeding to execute the Work, and, in any event, within two weeks of receiving such instructions so that a Change Order can be processed. No such claims shall be valid unless so made.

ARTICLE 18. Guarantees

All Work to be performed under this Contract shall be constructed in compliance with the Plans, the Specifications and Standard Construction Codes, and must be guaranteed by the Contractor and the Surety for a period of (1) year from date of final acceptance against defective workmanship and material of any nature. On all items of equipment to be incorporated in the completed project, the Contractor and his Surety must guarantee that the type, quality, design and performance, will fully meet the requirements of the specifications.

ARTICLE 19. Application for Payments

Not more often than once a month and on a specified day of the month approved by the Engineer, and at the completion of Work under this Contract (including all punch list items and close-out paperwork), the Contractor shall prepare and submit to the Airport Owner in typewritten form, a detailed estimate in quadruplicate with three (3) copies for the Airport Owner, on a form approved by the Engineer, of the Work performed during the period, such estimate to be used after approval by the Engineer as a basis for periodical or final payment, as the case may be, by the Airport Owner to the Contractor for work performed under this Contract.

After receiving the detailed estimate from the Contractor, and if approved by the Engineer, on and about two weeks following the day specified above, the Airport Owner will make partial payment to the Contractor on the basis of a duly certified approved estimate for the Work performed by the Contractor during the preceding calendar month. The Airport Owner will retain ten percent (10%) of the amount of each such periodical estimate until final completion and acceptance by the airport of all Work included in this Contract.

Final payment of ten percent (10%) retained by the Airport Owner on the monthly periodical estimates and on the final estimate will be paid to the Contractor not later than thirty (30) days after final acceptance by the Airport Owner of the Work on this Contract.

ARTICLE. 20 Payments Withheld

The Airport Owner may withhold from payment to the Contractor, in addition to the retained percentage, such an amount or amounts as may be necessary to cover:

- (1) For defective Work not remedied.
- (2) For failure of the Contractor to make proper payments to his Subcontractor.
- (3) Reasonable doubt that this Contract can be completed for the balance then unpaid.

The Airport Owner will disburse, and shall have the right to act as agent for the Contractor in disbursing, such funds as have been withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom. The Airport Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

ARTICLE 21. Airport Owners' Right to do Work

If the Contractor shall neglect to prosecute the Work properly, or fail to perform any provision of this Contract, the Airport Owner, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

ARTICLE 22. Airport Owners' Right to Terminate Contracts

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to Subcontractors for materials or labor, or persistently disregard laws, ordinances of the instruction of the Engineer, or otherwise be guilty of a substandard violation of any provision of the Contract, the Airport may without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method may be deemed expedient.

In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Airport Owner.

ARTICLE 23. Permits and Regulations

The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work.

The Contractor shall give all notices, pay all fees, and comply with all federal, State and Municipal laws, ordinances, rules and regulations and construction codes bearing on the conduct of the Work.

ARTICLE 24. Notice to Start Work

The Contractor shall notify the Engineer in writing forty-eight (48) hours before starting work at the site on this Contract of his intention to do so, to afford the Owner opportunity to issue a timely Notice to Proceed (NTP). In case of a temporary suspension of the Work, he shall give a similar notice before resuming Work.

ARTICLE 25. Use of Premises

The Contractor shall confine his apparatus, the storage of materials, and the operations of his workmen, to limits indicated by law, ordinances, permits, or directions of the Engineer, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce the Engineer's instructions regarding signs, advertisements, fires, smoking, and sanitary facilities.

ARTICLE 26. Subcontracts

The Contractor shall notify the Airport Owner in writing of the names of the Subcontractors proposed on the Contract, and shall not employ any Subcontractor until the Airport Owner's approval in writing has been obtained.

The Contractor agrees to be fully responsible to the Airport Owner for the acts or omissions of his Subcontractors and of any one employed directly or indirectly by him or them, and the Contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Airport Owner.

The Contractor agrees to bind every Subcontractor by the terms of the General Conditions of the Contract, the Plans and Specifications, as far as applicable to his Work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Airport Owner.

ARTICLE 27. Overtime Work

The Work shall be carried forward during regular working hours unless the Contractor finds it necessary to work overtime in the course of the Work or to complete the work within the time of completion stipulated in the Proposal and in the Contract Agreement. The cost of such overtime is included in Contract Sum.

ARTICLE 28. Existing Utilities

The location of existing underground utilities, such as water mains, sewers, etc. As shown on the Plans, have been determined from the best available information and are given for the convenience of the Contractor. However, the Airport Owner does not assume responsibility that during construction , utilities other than those shown may be encountered and that the actual locations of those which are shown may be different from the locations as shown on the Plans.

ARTICLE 29. Maintenance of Existing Service Utilities

The Contractor shall be responsible for interference with, or damage to, any existing service utilities and shall repair or replace said service utilities with the least possible delay at his own expense. Material for replacement shall be approved by the Engineer.

ARTICLE 30. Final Tests

After completion of the Work to be performed under this Contract, the Contractor shall make any and all tests required by these Specifications and shall furnish the Airport Owner with certificates of inspection.

ARTICLE 31. Payment for Extra Work

Extra Work, which is Work that does not appear in the Contract or on the drawings, and is not included in the Contract price as incidental Work shall be paid for at a lump sum price agreed upon by the Contractor and the Airport Owner.

Extra Work shall not be started until written authorization is given by the Airport Owner. The authorization shall state the items of Work to be performed and the method of payment for each item. The Airport Owner will not pay for additional work performed unless such prior written authorization is obtained.

Section 3-1

DESCRIPTION OF PAY ITEMS

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

General:

It is intended that payment for all Work done under the Contract Documents for Lump Sum Contracts, including the furnishing of all labor, equipment and materials and the performing of operations in connection with the construction of all Work under Lump Sum Contracts as described in the Contract Documents will be made under the following Pay Schedule: Once each month the Contractor will submit a pay request to the Airport Owner in triplicate on a form approved by the Engineer for work completed. The Engineer will review the request for payment for the value received less ten percent retainage. Unit price items shall be paid for based on the actual quantity completed and accepted. Unit price items may vary in quantity and/or may be deleted entirely. The final pay request and the retainage will be paid after final acceptance of the project by the Airport Owner.

Paste Location Map Here

LOCATION MAP

Paste Hangar Location Drawing Here

HANGAR LOCATION

Paste Topographic Map Here

TOPOGRAPHIC MAP

CONTRACT AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ day of _____, in the year _____, by and between the (*Airport name and address*), hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

That the parties hereto, for the consideration herein set forth mutually agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall furnish all plant, labor, and material and equipment and perform all necessary work in the manner and form provided by the Contract Documents for the construction of:

T-HANGAR BUILDING *AIRPORT NAME*

Article 2. CONTRACT SUM: The owner shall pay to the Contractor, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents a total sum as follows:

Based on the Contract Prices shown in the Proposal heretofore submitted to the Airport Owner, a copy of said proposal being a part of the Contract Documents, the aggregate amount of this Contract being for _____ .
Amount in words Amount in figures.

Article 3. PAYMENTS: On or about first day of the month the Owner will estimate the value of the work done within thirty days thereafter, ninety percent of the value thus determined, less previous payments, shall be paid to the Contractor. Upon completion of the entire work involved in the Contract, and upon the acceptance thereof in writing by the Owner, the balance due the Contractor for the entire work shall be paid. The acceptance of final payment by the Contractor shall be considered as a release in full of all claims against the Owner or any of its members or agents, arising out of, or by reason of, the work done and materials furnished under this Contract.

If during the progress of the work it appears that bills to the Contractor for materials and labor are not being paid, the Owner shall have the right to withhold from the Contractor's monthly payments sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of monthly estimates are agreed not to be an admission by the Owner that the work is done or that its quantity or quality is satisfactory; final acceptance shall occur only with final payment. Before the final payments are made, the Contractor shall show the Owner satisfactory evidence that all just liens and claims for labor and

materials used in the construction of the work are fully satisfied, and that the structure is fully released from all such liens, claims and demands.

Should the Contractor fail to complete the work within the time limit, no partial estimate will be rendered and no payments will be made after the date established for completion except as follows;

a. If a Surety Bond was furnished, the Contractor shall deliver to the Engineer the written consent of the Contractor's Surety covering every such partial payment permitting such payment of be made without affecting the validity of the Bond.

b. If a Cash Bond was furnished, the Contractor shall deliver to the Engineer the written consent of the Contractor's Surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.

No payments, either partial or final, are to be made for any material which is to be used for false work or plant, but payment is to be made only for materials which are left permanently in the finished structure. The prices for both the monthly and final estimates of the work done will be based on the prices shown int he proposal and the Bid, and payment will be made thereon as herein provided.

Article 4. FAILURE TO COMPLETE WORK ON TIME: The time limit of the completion of all work under this Contract shall be as set forth in the Proposal. The dates fixing this period upon the calender shall be as established and stated in the "Notice to Proceed" from the Owner.

After commencement of work of the Contract, it shall be directed with proper dispatch toward completion, to the satisfaction of the Engineer and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the Contract, and should the Contractor fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of time limit, the sum per day given in the following schedule shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

Amount of Liquidated Damages and Estimated Cost of Supervision

Per Day: \$200.00

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any causes whatsoever, and shall not plead his want of knowledge of said contingent work as an excuse for delay in his work, or for its performance.

Article 5. CONTRACT DOCUMENTS: The Contract Documents, including the General Provisions, the Request and all applicable codes, all Addenda, if any, together with this Contract Agreement, form the Contract, and they are as fully a part of this Contract Agreement as if hereto attached or herein repeated. In case of difference between Proposal and Codes, the Codes shall govern.

Article 6. The Contractor shall comply with the Copeland "Anti Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each Contractor or Subcontractor shall be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

In WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Signed and sealed by the Contractor
in the presence of :

Exhibitions:

1. 4" thick, 3000 psi (28 days) concrete floor slab, with footings. (2000 psf minimum subgrade strength)
 2. 1 1/2" vinyl insulation on entire sidewalls and roof.
 3. Liner panels around entire interior.
 4. 16 SF of skylight for each hangar bay.
 5. Roof ventilation - 10 linear feet of non-operable ridge per hangar bay.
 6. Gutters and downspouts.
 7. Wall colors to be approved by the Airport Owner. (Roof - white or "galvalum".)
 8. All buildings shall have plumbing roughed-in below the floor slab.
- lighted for minimum "storage lighting" meeting minimum electrical codes and fire exit regulations.