

## **INSTRUCTIONS TO BIDDERS SECTION IB**

### **1. PROPOSALS**

SEALED PROPOSALS will be received for Contract No.12 by the BOROUGH OF GROVE CITY, (hereinafter called the OWNER) at the office of the Grove City Airport, 123 Main Street, P.O. Box 110 Grove City, Pennsylvania 16127 until 11:00 AM local time on April 9, 2020, which proposals will immediately thereafter be publicly opened and read aloud.

The Owner shall decide when said specified time has arrived. Proposals received after the time set for the opening will be returned to the bidder unopened.

### **CONTRACT NO. 12.A CRACK SEAL AND RE-MARK AIRPORT PAVEMENTS**

Submit bid proposals in accordance with Paragraph IB-4 and Section 20-01.

### **2. GENERAL**

In addition to the requirements of this Section IB titled INSTRUCTIONS TO BIDDERS, submission of Proposals and award of the contract shall be as specified in the General Provisions Section 20, titled PROPOSAL REQUIREMENTS AND CONDITIONS and Section 30 titled AWARD AND EXECUTION OF CONTRACT.

The address and information necessary for ordering Federal Aviation Administration Advisory Circulars will be furnished by the Engineer. Some Advisory Circulars have a purchase price; therefore, any request for information regarding ordering of Advisory Circulars should include the Advisory Circular number(s) which are going to be requested. Circulars are available on line at [http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

### **3. BIDDING AND CONTRACT FORM**

Bound herewith is a complete set of bidding and contract forms for Contract No. 12.A. These are not to be detached or executed, but are for reference only. Three (3) separate copies of the Form of Proposal are furnished loose herewith for the use of the bidder. Two (2) copies shall be submitted with the bid and one (1) copy retained by the bidder. Only the original proposal submitted must be properly signed in ink and the others may be conformed copies. No proposal will be considered

which is submitted otherwise than upon the Form of Proposal or an exact copy thereof. Two (2) separate copies of the Bid Bond are furnished loose herewith for the use of the bidder. One (1) duly executed copy shall be submitted with the bid, unless a proper guarantee check is submitted.

No contract will be awarded to a Bidder, who is a foreign corporation or operating under a fictitious name, unless he has complied with proper registration requirements under the laws of the Commonwealth of Pennsylvania.

### **4. MAILING ADDRESS**

Proposals and proposal security shall be submitted as specified in subsection titled DELIVERY OF PROPOSALS of General Provisions Section 20 and shall be enclosed in a heavy sealed envelope which shall be addressed to: **123 Main Street, P.O. Box 110 Grove City, Pennsylvania 16127** where bids are to be received) and shall be prepared as required by subsection titled DELIVERY OF PROPOSALS of Section 20 and shall state: **Grove City Airport, Contract No. 12.A, Crack Seal and Re-Mark Airport Pavements.**

When sent by mail, preferably Registered, the sealed proposals marked as indicated, should be enclosed in an additional envelope.

### **5. CHANGE**

Erasures, alterations or other changes in the Proposal must be explained or noted over the signature of the bidder.

Mistakes on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened. No claims on account of mistakes or omissions in any bid will be considered.

No opened proposal may be withdrawn for a period of ninety (90) days from the date of the bid opening.

### **6. MATERIAL GUARANTY**

Before any contract is awarded the bidder may be required to furnish a complete statement of the origin, composition or manufacturer of any or all materials proposed to be used in the construction of the work, together with samples which may be subjected to the tests provided for in the contract and specifications, to determine their quality and fitness for the work.

## 7. CONTRACT DOCUMENTS

Each bidder shall carefully examine the contract documents comprising the Advertisement (Notice to Bidders), Instructions to Bidders, Special Provisions, List of Drawings, Prevailing Minimum Wage Rates, Proposal, Bid Bond, Agreement, Contract Bond, Regulations, General Provisions, Detailed Specifications, Plans, and all documents bound therewith, together with all addenda or bulletins thereto.

## 8. CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the bidders may be furnished bulletins and/or addenda for additions to or alterations of the contract documents, which shall be included in the work covered by the Proposal and become part of the contract documents. It shall be the responsibility of all subcontractors to ascertain if any bulletins and/or addenda have been issued affecting their work.

If any prospective bidder is in doubt of the true meaning of any part of the contract documents, he may submit to the Engineer a written request for an interpretation thereof. Requests for any interpretation shall be delivered to the Engineer at least seven (7) days prior to the date scheduled for the opening of bids. Any such interpretation will be made only by a bulletin duly issued, a copy of which will be mailed to each prospective bidder of record. The Owner and Engineer will not be responsible for any other explanation or interpretations of the proposed contract documents. Failure of any bidder to receive any such interpretative bulletin shall not relieve him from any obligation under his bid as submitted.

## 9. BID ALTERNATES

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the bidding documents, and to determine the low bidder on the Basis of the sum of the base bid and alternates accepted.

## 10. TIME OF COMPLETION

The work to be performed under Contract No. 12.A shall be commenced by the contractor within ten (10) days of the date specified in the written notification to proceed. The work shall be fully and finally completed within 30 calendar days of the date specified in the written notification to proceed.

## 11. LIQUIDATED DAMAGES

The completion date is considered as of the essence of the contract. As actual damages for delay in completion are impossible to determine, the contractor(s) responsible for such delay and his/or their sureties shall be liable for and shall pay to the Owner as fixed, agreed, and liquidated damages the sum of One Thousand Dollars (\$1,000.00) for each calendar day, Sundays, and holidays included, and any direct costs to the Owner for delay beyond the completion date, until the work is completed and accepted by the Owner.

## 12. ACQUISITION OF MATERIALS & EQUIPMENT

It is of the utmost importance that material submissions be submitted as required by the specifications, upon receiving an executed copy of the contract. It is expected that the contractor will immediately order the materials and equipment after receiving copies of the approved material submissions. The contractor shall furnish to the Engineer, a copy of all purchase orders or proof that the materials and equipment have been ordered. It is important that the anticipated delivery date be indicated on the order(s).

## 13. INSURANCE

The contractor shall take out and maintain at his expense, the types of, and amounts of, insurance as are set forth in Section 3-03 of the Special Provisions. No work shall be commenced until proper certificates of all such insurance have been delivered to the Owner.

## 14. SUBSTITUTE MATERIALS

Bidder's proposals must be based on materials as specified. After the contract is awarded, if the contractor desires to substitute materials for those specified, he must make a written request therefore to the Engineer showing the amount to be added to or deducted from the base bid for such substitutions. Requests for approval of substitute material shall be as provided for in subsection titled CERTIFICATION OF COMPLIANCE of Section 60 of the General Provisions.

## 15. PROJECT VISITATION

Each bidder may visit the project site by making arrangements with the Heidi Ahlgrim, Airport Manager, telephone – (724) 748.5530.

# SPECIAL PROVISIONS

## **SPECIAL PROVISIONS SECTION SP**

### **1. SCOPE OF WORK**

(A) The contractor shall do and perform the following work, supplying all labor, materials, equipment, tools, transportation and other means of construction and incidentals necessary to accomplish the following items in accordance with the plans and specifications.

1. The bidder(s) must make his/her own estimate of the full extent of the contract work. The following is a general description of the work to be accomplished.

2. Items of contract work for the Crack Seal and Re-mark airport pavements:

- a) Contractor shall submit a project schedule to the engineer for review and approval.
- b) Coordinate with airport manager for issuance of "NOTAM" (notice to airmen) for any work to be done within air operations area.
- c) Install Closed Runway Markings and isolate construction area with barricades.
- d) Complete Crack Repair/Sealing
- e) Complete Pavement Markings
- g) Remove Barricades and closure markings.
- h) Clean up

### **2. APPROVAL**

(A) This contract and all change orders thereunto shall be subject to written approval of the Federal Aviation Administration and PaDOT Bureau of Aviation and shall not be binding until both have so approved.

### **3. INSURANCE**

The contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required and shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner. Certificates of such insurance shall be filed with the Owner and subject to the approval of the Engineer for adequacy of protection. In no case

shall the contractor cancel any insurance for which certificates have been furnished without fifteen (15) days' notice to the Owner and without supplying new certificates of new insurance.

(a) Property Insurance. The contractor shall take out adequate insurance covering all work, labor and materials furnished by such contractor and all his subcontractors against loss by fire, wind, storm, lightning, explosion, vandalism and malicious mischief.

(b) Compensation Insurance. The contractor shall take out adequate compensation insurance for all of his employees who will be engaged in work at the site of the project, and in case any part of such contractor's contract is sublet, the contractor will require his subcontractors to maintain such insurance for all the subcontractor's employees who will be so engaged unless the latter's employees are protected by the principal contractor's insurance.

(c) Public Liability. The contractor shall take out adequate public liability insurance to protect such contractor and all of his subcontractors from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Property damage liability coverage shall be not less than \$1,000,000 and the limit of public liability insurance shall not be less than \$5,000,000.

(d) Policy Provisions. If the contractor shall procure or maintain any insurance upon any property in which the Owner has or may acquire an interest, or upon which it has or may acquire a lien under this contract, or otherwise, such policies shall, in the following language, make formal disclosure of the diversity of interests: "Notice is hereby given and accepted that the Owner has or may acquire an interest in the subject matter of this insurance." Such policy or policies shall also contain a loss payable clause reading as follows:

"Loss, if any, under this policy shall be adjusted with the name insured and be made payable to the Owner, in order." Any payments thereunder shall insure to the benefit of the Owner to the extent of any loss suffered by the Owner and to the contractor as to any remaining balance.

(e) Indemnity. The contractor shall indemnify and save harmless the Owner and the Engineer against and from all losses and all claims, demands, suits, actions, recoveries and judgments of every nature

and description brought or recovered against him, by reason of any act or omission of the said contractor, his agents or employees, in the execution of the work or in the guarding of it.

The contractor shall, and is hereby authorized to, maintain and pay for such insurance issued with the Owner, the Engineer, and PaDOT Bureau of Aviation named as additional insureds, as will protect the Owner, the Engineer, and PaDOT Bureau of Aviation from his contingent liability under this contract, and the Owner's, the Engineer's, and PaDOT Bureau of Aviation's right to enforce against the contractor any provision of this article shall be contingent upon the full compliance by the Owner, the Engineer, and PaDOT Bureau of Aviation with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner, the Engineer, and PaDOT Bureau of Aviation.

#### 4. CONTRACTOR STANDBY

(A) The contractor shall have at least one person on standby (on call) at all times when the work is not in progress. The names and telephone numbers of personnel to be contacted will be kept in the Airport Manager's office and maintained current at all times.

#### 5. PRE-CONSTRUCTION CONFERENCE

(A) Following the award of the contract a coordination meeting shall be scheduled and attended by the principal officials of those companies to whom the contract and subcontracts have been awarded, the Owner and the Engineer. The purpose of this meeting shall be the preliminary planning and scheduling of the work.

#### 6. COORDINATION OF CONTRACTS

(A) It is the intent of the Owner to carry on the operation of the Airport simultaneously with the work under this contract. It will be the responsibility of the contractor to give appropriate advance notice to the Airport Manager before moving from one area of construction activity to another area of construction. The Airport Manager or other designated representative of the Owner shall be responsible for initiating NOTAMs as appropriate.

The contractor will not be allowed to move from one area to another area until the NOTAM has been issued.

(B) It will be the responsibility of the contractor to plan his work and the work of his subcontractors so that all work will proceed as rapidly as possible

without undue interference with other contractors or with the operation of the airport.

(C) Whenever required or requested, the Engineer will schedule coordination conferences with the contractor to coordinate all of the work required to complete this project. Cooperation of the contractor is expected and will be considered an integral part of this contract. Failure of a contractor to follow this section will constitute grounds for termination of contract and assessment of damages.

(D) If the scheduling of the work of this contract in cooperation with the efforts and work of airport operations should cause this contractor to exceed the time limit specified in the Proposal, the penalty as set forth under the Proposal will be waived by the Engineer and an extension of time granted as long as such delays or extensions are caused solely by the effort of this contract to prepare or to anticipate the requirements of Airport operations.

#### 7. EQUIPMENT LIMITATION (SIZE & WEIGHT)

(A) The contractor is responsible for using vehicles and/or equipment of such size and weight that the existing airport pavement(s) will not be damaged due to exceeding the designed pavement load limits. This requirement is in addition to the General Provisions subsection titled LOAD RESTRICTIONS of Section 50.

#### 8. SUBCONTRACT FORM

(A) If the contractor shall enter into a subcontract with any contractor for the performance of any part of this contract as provided for in subsection titled SUBLETTING OF CONTRACT of Section 80, the subcontract agreement shall be in the form set forth on Pages A-7, A-8, and A-9 of the Agreement and must be signed by the contractor, subcontractor, Owner and Surety Company.

#### 9. SPECIAL PROVISIONS - STEEL PRODUCTS

The contractor's attention is directed to the provisions of Act 3 enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor on March 3, 1978, which specifies that if any products are to be used or supplied in the performance of the contract, only steel products produced in the United States shall be used in the performance of the contract or any subcontract.

The contractor's attention is also directed to Act 144 enacted by the General Assembly of the Common-

wealth of Pennsylvania and approved July 9, 1984. Act 144 amends Act 3 of March 3, 1978.

The contractor shall provide a certification to the Engineer with each shipment of steel products delivered to the project site that such steel products comply with this act.

The provisions of this Act shall not be considered as waived under any circumstances unless the Chairman of the Airport Authority has determined, under authority granted in Section 4(B) of the Act that a certain steel product or products are not produced in the United States in sufficient quantities to meet the requirements of the contract. Such a determination will be set forth in the proposal or in any addendum to the proposal.

Steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more of such operations from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

#### 10. CONTRACTOR'S RESPONSIBILITY FOR AIRPORT UTILITIES, FACILITIES AND STRUCTURES.

Copies of the plans and drawings of previous projects and construction performed at and in the vicinity of the work required by this contract are available at the Airport Manager's office for use by the contractor in determining the approximate location of buried facilities and utilities and will aid the contractor in determining the effect these existing facilities and utilities will have on the work of this contract. **NOTE: THE PLANS AND DRAWINGS CAN NOT BE REMOVED FROM SAID OFFICE.**

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

Should the contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, he shall immediately notify the Airport Manager and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The contractor, in such events, shall cooperate with the utility service or

facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The contractor shall bear all costs of damage and restoration of service to any utility service, access roads, or facility due to his operation whether or not due to negligence or accident. The contract Owner reserves the right to deduct such costs from any monies due or which may become due the contractor or his surety.

#### 11. SAFETY

##### GENERAL

(A) Every effort has been made to provide for the safety of all concerned consistent with the requirements of this contract and the needs of the airport.

(B) It is intended that the safety requirements incorporated into the Construction Safety and Phasing Plan and Advisory Circular 150/5370-2 shall generally govern. In case of conflict, the Airport Manager shall determine which safety requirements shall govern and his decision shall be final.

(C) The contractor shall be responsible for dissemination of all applicable safety requirements to his workmen. The Owner or Engineer may institute appropriate action under the General Provisions subsection titled CHARACTER OF WORKERS METHODS AND EQUIPMENT of Section 80, for any workman failing to comply with the safety requirements of this contract.

(D) In so far as possible, all necessary safety requirements have been included or referred to in the contract. Should there be reason to increase, broaden or require additional safety measures, the contractor shall take the appropriate action to provide for these safety measures immediately.

(E) The contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards.

## 12. CONTRACTOR PAYMENT

(A) Contractor payment will be processed as described General Provisions Section 90-06; however, actual payment will be made upon receipt of state funding. It is estimated that state funding of partial payments will take approximately 60 days from the submission of monthly payment estimates.

## 13. LIENS

(a) Extent of any and all partial or advance payment made hereunder shall be secured, when made, by a lien in favor of the Owner upon the work and upon articles, materials, or other property acquired for or allocated to the performance of this contract, and upon such part of any mass of property not specifically allocated as represents the proportion of the total mass to be allocated to this contract, except to the extent that the Owner, by virtue of any other provisions of this contract or otherwise, shall have valid title to such work, articles, materials or other property as against other creditors of the contractor.

It is agreed that in case of default by the contractor in the performance of this contract, including any bankruptcy, receivership, reorganization, assignment of creditors, or other insolvency proceeding of the contractor which is not waived by the Owner, such default, unless waived by the Owner shall ipso facto operate to vest in the Owner title to such of the work and property acquired and/or produced by the contractor for the performance of this contract, the title of which has not been previously vested in the Owner under the provisions of this contract, as the Owner may direct; provided, however, that these provisions shall not be operative unless at least one partial or advance payment shall have been made under this contract.

(b) Manner of Indicating. The contractor agrees, that, to the extent determined necessary and practical by the Engineer, it will identify by marking or segregating all property which is subject to a lien in favor of the Owner by virtue of any provisions of this contract in such manner as to indicate that it is subject to such lien and that it has been acquired for or allocated to the performance of this contract. In any event, the contractor shall maintain adequate accounting control over such property in its books and records.

## 14. ARBITRATION

(a) All claims, disputes and other matters in question between the Owner and the contractor arising out of, or relating to the contract documents

or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided in GENERAL PROVISIONS paragraph 90-09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this paragraph 02-3. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 02-3 will be specifically enforceable under the prevailing law of any court having jurisdiction.

(b) No demand for arbitration of any claim, dispute or other matter that is required to be referred to the Engineer initially for decision in accordance with GENERAL PROVISIONS paragraph 50-01 will be made until the earlier of (a) the date on which the Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to the Engineer if a written decision has not been rendered by the Engineer before that date. No demand for arbitration of any such claim, dispute or other matter has rendered a written decision in respect thereof in accordance with GENERAL PROVISIONS paragraph 50-01; and the failure to demand arbitration within said thirty days period shall result in the Engineer's decision being final and binding upon the Owner and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of the Engineer rendered in accordance with GENERAL PROVISIONS paragraph 90-01 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in GENERAL PROVISIONS paragraph 90-01.

(c) Notice of the demand for arbitration will be filed in writing with the other party to the agreement and with the American Arbitration Association, and a copy will be sent to the Engineer for information. The demand for arbitration will be made within the thirty day or ten day period specified in paragraph 02-3 (b) as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(d) No arbitration arising out of or relating to the contract documents shall include by consolidation, joinder or in any other manner any other persons or entity (including the Engineer, Engineer's agents, employees or consultants) who is not a party to this contract unless:

1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration;
2. such other persons or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and
3. the written consent of the other person or entity sought to be included and of the Owner and the Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically identified in such consent.

(e) The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. § 10, 11).

**15. COMMUNICATIONS**

- (A) VHF/UHF radios will be provided by the Airport Manager on an as needed basis.
- (B) The contractor shall provide for continuous monitoring of the radio when he has personnel on the airport property or in an air operations area.
- (C) The individual(s) assigned to monitor the radios shall be responsive to all radio communications transmitted for the contractor, by the Airport Manager.

**16. MATERIAL SUBMISSION REQUIREMENTS**

- (A) The contractor shall furnish the Engineer the Name of Manufacturer and Letter of Compliance, Catalog Sheets, Design or Test Results and/or sample for material or equipment approval as required by the specifications.
- (B) The contractor shall furnish the Engineer with six (6) copies of all required submittals.

(C) Material Submissions:

**S-200 – SAFETY**

|  |  |
|--|--|
| NAME OF MANUFACTURER & LETTER OF COMPLIANCE: | Type "A" Light and Lens or L-810 Light |
| CATALOG SHEETS:                              | --                                     |
| DESIGN OR TEST RESULTS:                      | Type "A" Light and Lens                |
| SAMPLE:                                      | --                                     |

**P-101 Preparation of Existing Pavements**

|  |   |
|--|---|
| NAME OF MANUFACTURER & LETTER OF COMPLIANCE: | Sealing Compound/ Emulsified Asphalt Material |
| CATALOG SHEETS:                              | --  |
| DESIGN OR TEST RESULTS:                      | Job Mix Formula and Producer Certification    |
| SAMPLE:                                      | ---   |

**Section 409 SuperPave Asphalt**

|  |                             |
|--|-----------------------------|
| NAME OF MANUFACTURER & LETTER OF COMPLIANCE: | Emulsified Asphalt Material |
| CATALOG SHEETS:                              | ---                         |
| DESIGN OR TEST RESULTS:                      | Approved Job Mix Formula    |
| SAMPLE:                                      | ---                         |

**P-602 Emulsified Asphalt Prime Coat**

|  |                             |
|--|-----------------------------|
| NAME OF MANUFACTURER & LETTER OF COMPLIANCE: | Emulsified Asphalt Material |
| CATALOG SHEETS:                              | ---                         |
| DESIGN OR TEST RESULTS:                      | ---                         |
| SAMPLE:                                      | ---                         |

**P-603 Emulsified Asphalt Tack Coat**

|  |                             |
|--|-----------------------------|
| NAME OF MANUFACTURER & LETTER OF COMPLIANCE: | Emulsified Asphalt Material |
| CATALOG SHEETS:                              | ---                         |
| DESIGN OR TEST RESULTS:                      | ---                         |
| SAMPLE:                                      | ---                         |



## **P-620 Runway and Taxiway Marking**

|  |                                       |
|--|---------------------------------------|
| NAME OF<br>MANUFACTURER &<br>LETTER OF COMPLIANCE: | Marking Material,<br>Reflective Media |
| CATALOG SHEETS:                                    | ---                                   |
| DESIGN OR TEST<br>RESULTS:                         | Marking Material,<br>Reflective Media |
| SAMPLE:  | ---                                   |

### **17. RECORD DOCUMENTS**

The contractor shall keep one copy of all drawings and specifications on the work, in good order, available to the Engineer and to his representatives. All changes or deviations are to be noted on these documents daily. Before final inspection, the contractor shall deliver this set of drawings and specifications to the Engineer, all properly and clearly marked in colored pencil to show all changes made in the original contract drawings, and to represent the work as constructed.

### **18. BAN ON TEXTING WHEN DRIVING**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Contractor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Contractor must insert the substance of this clause on banning texting when driving in all subcontracts.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as Principal, and \_\_\_\_\_

a corporation organized and existing under the laws of the state of \_\_\_\_\_ as

Surety, are held and firmly bound unto the **GROVE CITY AIPORT** (hereinafter called the "Obligee"), as

hereinafter set forth, in the full and just sum of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_)

or (\_\_\_\_\_% of Total Bid Price) lawful money of the United States of America, for the payment of which we do bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, herewith is submitting a Proposal to the Obligee for Contract No. 12A – Crack Seal and Re-Mark Airport Pavement, pursuant to the specifications and other documents incorporated into said Proposal by reference (the "Contract Documents") as prepared by GAI Consultants, Inc., DuBois, Pennsylvania; and

WHEREAS, it is a condition of the Obligee's receipt and consideration of said Proposal that it be accompanied by security to be held by the Obligee on the terms hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, upon due acceptance of his proposal and award of a contract to him by the Obligee, shall enter into a contract and shall furnish a proper Contract bond and proper evidence of insurance coverage at the time, in the forms, and in the amounts required by the contract documents, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

The Principal and the Surety hereby agree to pay to the Obligee the difference between the amount of the Proposal of the Principal, as accepted by the Obligee and any higher amount for which the Obligee may contract for required work, plus any advertising costs, Engineer's fees, legal fees, and any and all other fees and expenses incurred by the Obligee by reason of the failure of the principal to enter into such contract with the Obligee or to furnish such contract bond or evidence of insurance coverage. Provided; however, that the obligation of the Surety hereunder shall not exceed the face amount of this bond.

PROVIDED, HOWEVER, that if the Obligee should not procure an executed contract with any other party for the performance of the same work contemplated in the Proposal of the Principal and upon the same terms, other than price, as provided in the Contract Documents within 45 days after the acceptance of the Proposal of the Principal, whether because of lack of other proposals, or the inability or refusal of any other bidder to contract, or because the cost under any higher proposal would be greater than the Obligee could afford (as determined in the sole discretion of the Obligee). Then and in the event, The Principal and the Surety hereby agree to pay to the Obligee the full amount of this Bond as liquidated damages.

SIGNED, SEALED, AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

(INDIVIDUAL PRINCIPAL SIGN HERE)

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
TRADE NAME, IF ANY

\_\_\_\_\_

(SEAL)

(PARTNERSHIP PRINCIPAL SIGN HERE)

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_

\_\_\_\_\_  
PARTNER

\_\_\_\_\_

\_\_\_\_\_  
PARTNER

\_\_\_\_\_

\_\_\_\_\_  
PARTNER

(CORPORATE PRINCIPAL SIGN HERE)

ATTEST

\_\_\_\_\_

BY \_\_\_\_\_

SECRETARY

PRESIDENT

(CORPORATE SEAL)

(SURETY SIGN HERE)

WITNESS

\_\_\_\_\_

BY \_\_\_\_\_

ATTORNEY-IN-FACT

(SEAL OF SURETY)