

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/18/2020  
Contract/Lease Control #: C21-3017-PW  
Procurement#: ITB PW 65-20  
Contract/Lease Type: AGREEMENT  
Award To/Lessee: ANDERSON COLUMBIA CO., INC.  
Owner/Lessor: OKALOOSA COUNTY  
Effective Date: 11/17/2020  
Expiration Date: 1155 DAYS FROM NTP  
Description of: SOUTH CRESTVIEW BYPASS  
Department: PW  
Department Monitor: AUTREY  
Monitor's Telephone #: 850-689-5772  
Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

## LIMITED NOTICE TO PROCEED

**TO: Anderson Columbia Co., Inc.**  
**Attn: Mr. Gene Strickland**  
**2316 Hwy 71**  
**Marianna, FL 32448**

CONTRACT: C21-3017-PW  
ANDERSON COLUMBIA CO., INC.  
SOUTHWEST CRESTVIEW BYPASS PHASE V  
AND EAST-WEST CONNECTOR  
EXPIRES: 1155 DAYS FROM NTP

PROJECT: Southwest Crestview Bypass Phase V and East-West Connector, Contract No. C21-3017-PW

You are hereby notified you are able to commence WORK in accordance with the Agreement dated May 18, 2021 within the project limits of Phase V and the areas listed in previous Limited Notice to Proceed dated June 2, 2021. The full Notice to Proceed will not be issued and Contract Times will not commence until permits have been received for the East-West Connector portion of the project.

You are required to return an acknowledged copy of this **LIMITED NOTICE TO PROCEED** to the **OWNER: Okaloosa County Purchasing, Attention: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536, within 7 days from receipt.**

Dated this 1<sup>st</sup> day of October, 2021

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

**OWNER**

BY:

  
Jeff Hyde, Purchasing Manager

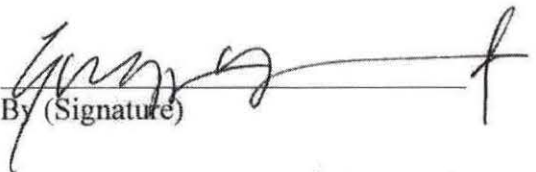
### ACCEPTANCE OF NOTICE

Receipt of the above LIMITED NOTICE TO PROCEED is hereby acknowledged.

Anderson Columbia Company, Inc.

This the 1<sup>st</sup> day of October, 2021

By (Signature)

  
L. Eugene Strickland, Vice President  
By (Type or Print Name/Title)

Bond No. T: 107486371  
B: 47-SUR-300124-01-0188

Southwest Crestview Bypass (Phase V and East-West Conr

CONTRACT: C21-3017-PW  
ANDERSON COLUMBIA CO., INC.  
SOUTH CRESTVIEW BYPASS  
EXPIRES: 1155 DAYS FROM NTP

DOCUMENT 00610 – PERFORMANCE BOND

CONTRACTOR (name and address):

Anderson Columbia Co., Inc.  
2316 Highway 71  
Marianna FL 32448  
Phone 850-526-4440

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183; PHONE: (860) 277-0111.  
AND Berkshire Hathaway Specialty Insurance Company  
1314 Douglas St., Ste 1400, Omaha, NE 68102;  
PHONE: (800) 475-4477.

OWNER (name and address): Okaloosa Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579  
Phone 850-689-5030

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 11/18/2020  
Amount: \$43,964,475.43 (Forty-three million nine hundred sixty-four thousand, four hundred seventy-five dollars and forty-three cents  
Description (name and location): Southwest Crestview Bypass (Phase V and East-West Connector),  
Crestview, FL

BOND

T: 107486371  
Bond Number: B: 47-SUR-300124-01-0188  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 9/9/2021  
Amount: \$43,964,475.43 (Forty-three million nine hundred sixty-four thousand, four hundred seventy-five dollars and forty-three cents  
Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Anderson Columbia Co., Inc. (seal)  
Contractor's Name and Corporate Seal

By: [Signature]  
Signature

L. Eugene Brickland  
Print Name

Vice President  
Title

Attest: [Signature]  
Signature

Admin  
Title

SURETY Travelers Casualty and Surety Company of America AND Berkshire Hathaway Specialty Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)

Kevin Wojtowicz  
Print Name

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature

Amy Scott, Witness  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this



Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

END OF DOCUMENT 00610 – PERFORMANCE BOND

**Attached to and part of:**  
**BOND NO. T: 107486371**  
**B: 47-SUR-300124-01-0188**

**FRONT PAGE OF  
PUBLIC PAYMENT BOND**

**Florida Statute 255.05**

**In Compliance with Florida Statute 255.05, Public Work. All other Bond page(s) are deemed subsequent to this page regardless of any number(s) that may be pre-printed thereon.**

**CONTRACTOR:** Anderson Columbia Co., Inc.  
2316 Highway 71  
Marianna, FL 32448  
Phone 850-526-4440

**SURETY:** Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
Phone 860-277-0111

Berkshire Hathaway Specialty Insurance Company  
1314 Douglas Street, Ste 1400  
Omaha, NE 68102-1944  
Phone 402-916-3000

**AGENT:** Nielson, Wojtowicz, Neu & Associates, Inc.  
1000 Central Avenue, Suite 200  
St. Petersburg, FL 33705  
Phone 800-965-9597

**OBLIGEE:** Okaloosa County Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579  
Phone 850-689-5030

**PROJECT:** Southwest Crestview Bypass (Phase V and East-West Connector), Crestview FL

DOCUMENT 00620 – PAYMENT BOND

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE

CONTRACTOR (name and address):

Anderson Columbia Co., Inc.  
2316 Highway 71  
Marianna FL 32448  
Phone 850-526-4440

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, CT 06183; PHONE: (860) 277-0111.  
AND Berkshire Hathaway Specialty Insurance Company  
1314 Douglas St., Ste 1400, Omaha, NE 68102;  
PHONE: (800) 475-4477.

OWNER (name and address): Okaloosa Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579  
Phone 850-689-5030

CONSTRUCTION CONTRACT

Effective Date of the Agreement: 11/18/2020  
Amount: \$43,964,475.43 (Forty-three million nine hundred sixty-four thousand, four hundred seventy-five dollars and forty-three cents)  
Description (name and location): Southwest Crestview Bypass (Phase V and East-West Connector),  
Crestview, FL

BOND

T: 107486371

Bond Number: B: 47-SUR-300124-01-0188

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 9/9/2021

Amount: \$43,964,475.43 (Forty-three million nine hundred sixty-four thousand, four hundred seventy-five dollars and forty-three cents)

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Anderson Columbia Co., Inc. (seal)  
Contractor's Name and Corporate Seal

SURETY Travelers Casualty and Surety Company of America AND  
Berkshire Hathaway Specialty Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature  
L. Eugene Strickland

By: [Signature]  
Signature (attach power of attorney)

Print Name  
Vice President

Print Name  
Kevin Wojtowicz

Title

Attorney-in-Fact  
Title

Attest: [Signature]  
Signature

Attest: [Signature]  
Signature

Title  
Admin

Amy Scott, Witness  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and

Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:



- 1. The name of the Claimant;
  - 2. The name of the person for whom the labor was done, or materials or equipment furnished;
  - 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  - 4. A brief description of the labor, materials, or equipment furnished;
  - 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 7. The total amount of previous payments received by the Claimant; and
  - 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is

- located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

END OF DOCUMENT 00620 – PAYMENT BOND

18. THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kevin Wojtowicz** of **SAINT PETERSBURG Florida** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.  
**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.


By:   
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **September**, 2021



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



**Power Of Attorney**

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY  
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY**

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Kevin Wojtowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg, State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By: \_\_\_\_\_  
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: \_\_\_\_\_  
David Fields, Vice President

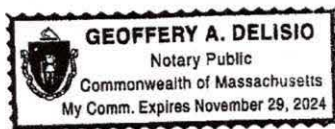


**NOTARY**

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



\_\_\_\_\_  
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. **IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this September 9, 2021.**



\_\_\_\_\_  
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED  
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com), via fax to (617) 507-8259, or via mail.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

<b>Insurance Company:</b> ZURICH AMERICAN INSURANCE COMPANY	
<b>Policy Number:</b> BAP 0193981-05	<b>Effective Date:</b> 05-01-2022
<b>Expiration Date:</b> 05-01-2022	
<b>Named Insured:</b> ANDERSON COLUMBIA CO., INC.	
<b>Address:</b> PO BOX 1829 LAKE CITY	FL 32056-1829
<b>Additional Insured (Lessor):</b> ALL LESSORS	
<b>Address:</b>	-, FL USA 32056
<b>Designation Or Description Of "Leased Autos":</b>	ALL LEASED AUTOS

Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



**ZURICH**

# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem	Return Prem.
GLO 0193980-05	05/01/2021	05/01/2022		31580000	<b>INCL</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** ANDERSON COLUMBIA CO., INC.

**Address (including ZIP Code):**

PO BOX 1829

LAKE CITY, FL 32056-1829

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



# Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0193980-05	05/01/2021	05/01/2022		31580000	\$ INCL	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION OR SCHEDULED AND PREMIUM CHARGE.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

## LIMITED NOTICE TO PROCEED

TO: Anderson Columbia Co., Inc.  
Attn: Mr. Gene Strickland  
2316 Hwy 71  
Marianna, FL 32448

CONTRACT#: C21-3017-PW  
ANDERSON COLUMBIA CO., INC.  
SOUTHWEST CRESVIEW BYPASS PHASE V  
AND EAST-WEST CONNECTOR  
EXPIRES: 155 DAYS FROM NTP

PROJECT: Southwest Crestview Bypass Phase V and East-West Connector, Contract No. C21-3017-PW

You are hereby notified you are able to commence WORK in accordance with the Agreement dated May 18, 2021 within the following areas: The existing right of way of SR 10 (US 90) from STA 290+40 to 299+20 as shown on the Phase V Roadway plan sheets 53 and 54 and all utility relocations that are to take place within the existing Arena Road right of way from STA 1000+00 to 1012+59.46. Authorization to perform physical work outside the aforementioned work area is specifically withheld until issuance of environmental permits. However, procurement of materials, structures, and preparation of shop drawings for review and approval for the entire project limits may proceed and costs incurred. In accordance with Article 4.01.A of the General Conditions (Section 00700), as amended by the Supplementary Conditions (Section 00800), the full Notice to Proceed will not be issued and Contract Times will not commence until all permits are received.

You are required to return an acknowledged copy of this **LIMITED NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, Attention: DeRita Mason, 5479A Old Bethel Road, Crestview, FL 32536, within 7 days from receipt.

Dated this 2 day of June, 2021

### OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

**OWNER**

Digitally signed by Jeffrey A

Hyde

Date: 2021.06.02 10:56:00

05:00'

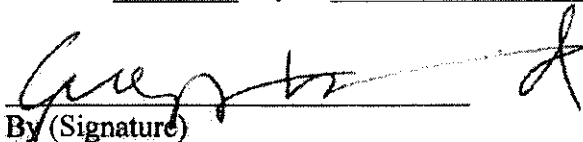
BY: Jeffrey A Hyde  
Jeff Hyde, Purchasing Manager

### ACCEPTANCE OF NOTICE

Receipt of the above LIMITED NOTICE TO PROCEED is hereby acknowledged.

Anderson Columbia Company, Inc.

This the 2 day of June, 2021

  
By (Signature)

E. Eugene Strickland, Vice President  
By (Type or Print Name/Title)



CONTRACT#: C21-3017-PW  
ANDESON COLUMBIA CO., INC.  
SOUTHWEST CRESTVIEW BYPASS  
EXPIRES: 1155 DAYS FROM NTP

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN**  
**OKALOOSA COUNTY, FLORIDA**  
**AND**  
**ANDERSON COLUMBIA CO., INC.**  
**CONTRACT NO. 21-3017-PW**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Anderson Columbia Co., Inc., executed this 4th day of May, 2021, is made a part of the original Agreement effective November 17, 2020, Contract No. 21-3017-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

**1. ARTICLES 4.01.C & D OF THE SUPPLEMENTARY CONDITIONS ARE AMENDED AS FOLLOWS:**

C. Once permits are received and construction can commence, the Owner will notify Contractor and meet to establish the date for the Notice to Proceed. In no event will the Contract Times commence to run later than ~~180~~ 270 days after the Effective Date of the Contract unless Owner and Contractor mutually agree to a time extension.

D. If Project is not cleared for construction by all agencies having jurisdiction within ~~180~~ 270 days from the effective date of the Contract and unless Owner and Contractor mutually agree to a time extension, the parties agree that the Contract shall automatically terminate for convenience and neither party shall be entitled to any type of damages.

2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, effective November 17, 2020 and any amendments thereto, shall remain in full force and effect.

3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

**(Remainder of Page Intentionally Left Blank)**





IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

WITNESS:

ANDERSON COLUMBIA CO., INC.

Sherrri A. Fejes  
Signature

Sherrri A. Fejes  
Print Name

BY: [Signature]  
L. Eugene Strickland  
Vice President

ATTEST:

OKALOOSA COUNTY, FLORIDA

[Signature]  
J.D. Peacock II, Clerk of Courts



BY: [Signature]  
Carolyn N. Ketchel, Chairman



**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C21-3017-PW Tracking Number: 24311-21  
Procurement/Contractor/Lessee Name: Anderson Columbus Grant Funded: YES \_\_\_ NO   
Purpose: amendment # 1  
Date/Term: 1155 days term 4.  GREATER THAN \$100,000  
Department #: 732040 2.  GREATER THAN \$50,000  
Account #: 563159 3.  \$50,000 OR LESS  
Amount: 43,969,475.43  
Department: PW Dept. Monitor Name: Aub

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
White M... Date: 4-20-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NO federal issues on this amendment Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator

**Risk Management Review**

Approved as written: see email attached Date: 4-20-21  
\_\_\_\_\_ Lisa Price  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 4-20-21  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**DeRita Mason**

---

**From:** Kerry Parsons  
**Sent:** Tuesday, April 20, 2021 2:44 PM  
**To:** Roy Petrey; DeRita Mason  
**Subject:** Re: Southwest Crestview Bypass & E-W Connector (Contract C21-3017-PW)

This is approved for legal purposes.

Kerry A. Parsons  
Chief Assistant County Attorney  
Okaloosa County, Florida

---

**From:** Roy Petrey  
**Sent:** Tuesday, April 20, 2021 2:43:25 PM  
**To:** Kerry Parsons; DeRita Mason  
**Subject:** RE: Southwest Crestview Bypass & E-W Connector (Contract C21-3017-PW)

Kerry - I edited your template. Please review.

DeRita – Please route to Risk for approval.

Thanks!

Roy

**Roy Petrey, PE**

*Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** Kerry Parsons  
**Sent:** Tuesday, April 20, 2021 2:00 PM  
**To:** Roy Petrey <rpetrey@myokaloosa.com>  
**Subject:** Re: Southwest Crestview Bypass & E-W Connector (Contract C21-3017-PW)

Hey Roy:

Attached is the form amendment for your review and additions.  
Kerry

Kerry A. Parsons  
Chief Assistant County Attorney  
Okaloosa County, Florida

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Tuesday, April 20, 2021 2:47 PM  
**To:** DeRita Mason  
**Subject:** RE: Southwest Crestview Bypass & E-W Connector (Contract C21-3017-PW)

Approved by Risk

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



"Kindness is the language which the deaf can hear and the blind can see"  
Mark Twain

For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, April 20, 2021 2:46 PM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: Southwest Crestview Bypass & E-W Connector (Contract C21-3017-PW)

Please review and approve the attached.

Thank you,

DeRita Mason







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PentaRisk Associates of Georgia 1870 The Exchange #100 Atlanta GA 30339	<b>CONTACT NAME:</b> Catherine Galbraith <b>PHONE (A/C, No, Ext):</b> 404-809-2530 <b>FAX (A/C, No):</b> 404-809-2531 <b>E-MAIL ADDRESS:</b> cgalbraith@pentarisk.com														
<b>INSURED</b> Anderson Columbia Co., Inc. P.O. Box 1829 Lake City FL 32056	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER C : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER D : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER E : Endurance American Specialty Insurance Company</td> <td>41718</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : RSUI Indemnity Company	22314	INSURER C : XL Insurance America, Inc.	24554	INSURER D : Safety National Casualty Corporation	15105	INSURER E : Endurance American Specialty Insurance Company	41718	INSURER F :	
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INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** 39464046      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	GLO-0193980-04	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BAP-0193981-04	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y Y	NHA089847 SXS004977203 EXC30000098104	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N N N/A	SP 4084574	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Okaloosa Board of County Commissioners; The following applies to the General Liability, Auto Liability, Umbrella/Excess policies where required by written contract with named insured: Okaloosa County Board of County Commissioners and Okaloosa County Purchasing Department are additional insured and a Waiver of Subrogation applies in their favor. The following applies to the Workers Compe additional insureds, where required by written contract with named insured. The additions required by written contract with named insured.

**CONTRACT#: C21-3017-PW**  
**ANDERSON COLUMBIA CO., INC.**  
**SOUTH CRESTVIEW BYPASS**  
**EXPIRES: 1155 DAYS FROM NTP**

**CERTIFICATE HOLDER**

Okaloosa County  
 Board of County Commissioners  
 1250 N. Eglin Parkway  
 Shalimar FL

**CANCEL**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 45-20 Tracking Number: 41147-21  
Procurement/Contractor/Lessee Name: Anderson Columbia Grant Funded: YES \_\_\_ NO X  
Purpose: South Crestview Bypass  
Date/Term: 1,155 days 1.  GREATER THAN \$100,000  
Department #: 732040 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: \$43,964,475.43  
Department: PW Dept. Monitor Name: Aubry

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
OK/De Maen Date: 10-8-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: no Fedchal End Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Gillian Gordon

**Risk Management Review**  
Approved as written: see email attached Date: 10-8-2020  
\_\_\_\_\_ Lisa Price  
Risk Manager or designee

**County Attorney Review**  
Approved as written: see email attached Date: 10-12-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**  
Approved as written: OK/De Maen Date: 10-12-2020

**IT Review (if applicable)**  
Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_





# Board of County Commissioners Purchasing Department

State of Florida

Date: October 16, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF AWARD  
ITB PW 65-20

Southwest Crestview Bypass (Phase 5) & East-West Connector

Okaloosa County would like to thank all businesses which submitted responses to Southwest Crestview Bypass (Phase 5) & East-West Connector. (ITB PW 65-20)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

**Anderson Columbia Co., Inc.**  
**2316 FL-71**  
**Marianna, FL 32448**

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

  
Jeffrey Hyde  
Purchasing Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PentaRisk Associates of Georgia 1870 The Exchange SE #100 Atlanta GA 30339	CONTACT NAME: Catherine Galbraith	FAX (A/C. No.): 404-809-2531	
	PHONE (A/C. No. Ext): 404-809-2530	E-MAIL ADDRESS: cgalbraith@pentarisk.com	
INSURED Anderson Columbia Co., Inc. P.O. Box 1829 Lake City FL 32056	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: RSUI Indemnity Company		22314
	INSURER C: XL Insurance America, Inc.		24554
	INSURER D: Safety National Casualty Corporation		15105
	INSURER E: Endurance American Specialty Insurance Company		41718
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 1485196757      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO-0193980-04	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP-0193981-04	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	NHA089847 SXS004977203 EXC30000098104	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	SP 4062817	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: ITB PW 65-20 - Southwest Crestview Bypass (Phase V and East-West Connector)

The following applies to the General Liability, Auto Liability, Umbrella/Excess policies where required by written contract with named insured: Okaloosa County Board of County Commissioners is additional insured and a Waiver of Subrogation applies in their favor. The following applies to the Workers Compensation policy: waiver of Subrogation applies to the above listed additional insureds, where required by written contract with named insured. The additional insured coverage provided is primary and non-contributory, where required by written contract with named insured.

**CERTIFICATE HOLDER**

Okaloosa County  
Board of County Commissioners,  
1250 N. Eglin Parkway  
Shalimar FL

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## DeRita Mason

**From:** Lisa Price  
**Sent:** Thursday, October 8, 2020 8:31 AM  
**To:** DeRita Mason  
**Subject:** RE: ITB PW 65-20 Contract

This is approved for insurance purposes.

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, October 8, 2020 7:47 AM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** ITB PW 65-20 Contract

Lisa,

Please use the link below to review the contract for ITB PW 65-20. It is under the folder titled ITB PW 65-20.

Thank you,

<\\bccvmfs2\BCCNoBackup\BCCFileTransfer>

DeRita Mason



DeRita Mason

## DeRita Mason

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Sunday, October 11, 2020 4:43 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Roy Petrey  
**Subject:** RE: Outstanding Items

DeRita:

The Anderson Columbia contract ITB PW 65-20 for the Southwest Bypass is approved for legal purposes.

**Kerry A. Parsons, Esq.**



1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Thursday, October 8, 2020 4:02 PM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>; Jessica Darr <jdarr@myokaloosa.com>; Angela Etheridge <aetheridge@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Outstanding Items

Anderson Columbia-sent via your link from Katie  
Crosscheck FTC, LLC  
C20-2943-PS-Digitech Renewal  
ITB PW 08-21 Commons Drive Sidewalk Connection Project  
ITB PW 07-21 6<sup>th</sup> Street Stormwater Improvements  
C20-2878-BCC Gulf Coast Kids House, Inc.  
ITB IT 05-21 Telecommunications Maint for County Fiber Optic

DeRita Mason

**Contract Documents - Specifications – Drawings**



**ITB PW 65-20**

**Southwest Crestview Bypass  
(Phase V and East-West Connector)**

Crestview, Florida

**OKALOOSA COUNTY COMMISSIONERS**

Trey Goodwin, Chair, District 4  
Carolyn Ketchel, Vice Chair, District 2  
Graham W. Fountain, District 1  
Charles K. Windes, Jr., District 5  
Nathan Boyles, District 3

**COUNTY ADMINISTRATOR**

John Hofstad

**PUBLIC WORKS DIRECTOR**

Jason Autrey, P.E.

**COUNTY ENGINEER**

Scott Bitterman, P.E.

**ENGINEER OF RECORD**

Michael B. Collins, P.E.

CONTRACT#: C21-3017-PW  
ANDERSON COLUMBIA CO., INC.  
SOUTHWEST CRESTVIEW BYPASS  
EXPIRES: 1155 DAYS FROM NTP

DOCUMENT 00520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT –
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THIS AGREEMENT is by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, Florida (“OWNER”) and Anderson Columbia Co. Inc. of 2316 Hwy 71, Marianna, Florida 32448, certified to do business in the state of Florida (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

#### **ARTICLE 1 – WORK**

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows: Constructing approximately 3.1 miles of new four-lane rural roadway from the north end of a future interchange north of I-10 to the intersection of US 90 and Old Bethel Road (Phase V). Additionally, a new 2.2 mile two-lane roadway will be included with both rural and urban typical sections (East-West Connector). The project also includes a 1,735’ four lane urban bridge over the Florida Gulf and Atlantic Railroad.

#### **ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction of a 3.1 mile new four-lane roadway, with drainage structures and storm water management facilities, from a proposed interchange northern terminus, to the existing intersection of US 90 and Old Bethel Road (Phase V). Additionally, a 2.2 mile two-lane roadway known as the East-West Connector built in two sections. The first section extends from the existing Antioch Road and Arena Road intersection to the southern terminus of Phase V, and the second section extends from Phase V to the western terminus of the existing Physician’s Way. The project also includes a 1,735’ four lane urban bridge, 12 new stormwater ponds, one stormwater pond modification, and two signalized intersections.

#### **ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the WORK has been designed by HDR Engineering, Inc.  
3.02 The OWNER has retained the County Engineer (“ENGINEER”) to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents. The OWNER has further retained a Construction Engineering and Inspection (CEI) firm to assist the ENGINEER with inspection and administration of this contract.

#### **ARTICLE 4 – CONTRACT TIMES**

4.01 Time of the Essence  
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.  
4.02 Contract Times: Days  
A. The Work will be substantially completed within 1,095 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1,155 calendar days after the date when the Contract Times commence to run.

**4.03 Liquidated Damages**

- A. Section 337.18(2) of the Florida Statutes, requires the OWNER adopt regulations for the determination of default and provisions that the Contractor pay liquidated damages (daily charge per calendar day) for any failure of the Contractor to complete the Contract work within the Contract Time.
- B. Applicable liquidated damages are based on the total awarded contract.
- C. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay. Contractor specifically acknowledges that the liquidated damages is not a penalty and waives any right to argue such at a later time.
  1. Substantial Completion: CONTRACTOR shall pay OWNER \$12,683.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$12,683.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as proved in Paragraph 13.03 of the General Conditions.

Contract Amount of \$43,964,475.43 (forty-three million nine hundred sixty-four thousand four hundred seventy-five dollars and forty-three cents).

**ARTICLE 6 – PAYMENT PROCEDURES****6.01 Submittal and Processing of Payments**

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

**6.02 Progress Payments; Retainage**

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with § 218.70-218.79 F.S. (Local Government Prompt Payment Act) during performance of the Work as provided in Paragraph 6.02.A.1 below,



provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract:
  - a. 97 percent of Work completed (with the balance being retainage)
  - b. 97 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

#### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

### ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1% percent per month in accordance with § 218.735 F.S. (Local Government Prompt Payment Act).

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports, if any, and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. Bid Form with Attachments (pages 00410-1 to 00410-40, inclusive).
  - 2. This Agreement (pages 00520-1 to 00520-13, inclusive).
  - 3. Performance bond (pages 00610-1 to 00610-3, inclusive).
  - 4. Payment bond (pages 00620-1 to 00620-3, inclusive).
  - 5. EJCDC General Conditions (pages 00700-1 to 00700-62, inclusive).
  - 6. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
  - 7. Special Conditions (pages 00810-1 to 00810-6, inclusive) – 33 pages.
  - 8. Summary of Work (page 01010-1, inclusive).
  - 9. Temporary Facilities (page 01500-1 to 01500-3, inclusive).
  - 10. Project Closeout (pages 01700-1 to 01700-3, inclusive).
  - 11. Record Documents (pages 01750-1 to 01750-3, inclusive).
  - 12. Drawings consisting of the following general titles and page counts (incorporated by reference):
    - a. Southwest Crestview Bypass (Phase V Roadway Plans) – 519 Pages
    - b. Southwest Crestview Bypass (Phase V Signalization Plans) – 21 Pages
    - c. Southwest Crestview Bypass (Phase V Signing and Pavement Marking Plans) – 33 Pages
    - d. Southwest Crestview Bypass (Phase V Southwest Crestview By-Pass and East-West Connector Final Roadway Soil Survey Report) – 104 Pages
    - e. Southwest Crestview Bypass (Phase V Road - Final Bridge And MSE Wall Report) – 220 Pages
    - f. Southwest Crestview Bypass (Southwest Crestview Bypass Phase V Structure Plans) – 146 Pages
    - g. Southwest Crestview Bypass (Southwest Crestview By-pass Pond Soil Survey Report) – 42 Pages
    - h. Southwest Crestview Bypass (Southwest Crestview By-pass - Miscellaneous Structures Report) – 34 Pages
    - i. Southwest Crestview Bypass (East-West Connector Roadway Plans) – 383 Pages
    - j. Southwest Crestview Bypass (East-West Connector Signing and Pavement Marking Plans) – 26 Pages
  - 13. (FDOT) Standard Specifications for Road and Bridge Construction, January, 2019 (incorporated by reference) as follows:
    - a. Division 1 (Section 6: Subarticles 6-1 to 6-4 and Section 9)
    - b. Division 2
    - c. Division 3
  - 14. Addenda (numbers 1 to 6, inclusive).
  - 15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Contractor's Application for Payment

- d. Change Orders.
- e. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 CONTRACTOR's Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### 10.06 Independent CONTRACTORS

- A. CONTRACTOR enters into the Contract as, and shall continue to be, an independent CONTRACTOR. All services shall be performed only by CONTRACTOR and CONTRACTOR's employees. Under no circumstances shall CONTRACTOR or any of CONTRACTOR's employees look to the OWNER as his/her employer, or as partner, agent or principal. Neither CONTRACTOR, nor any of CONTRACTOR's

employees, shall be entitled to any benefits accorded to the OWNER's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. CONTRACTOR shall be responsible for providing, at CONTRACTOR's expense, and in CONTRACTOR's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### 10.07 Audit Provision

- A. The OWNER and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

#### 10.08 Public Records

- A. CONTRACTOR shall adhere to the Public Records law of Florida.
- B. Specifically, CONTRACTOR must:
1. Keep and maintain public records require by the OWNER to perform the service.
  2. Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.
  4. Upon completion of the Agreement, transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the OWNER, upon the request from the OWNER's custodian of public records, in a format that is compatible with the information technology system of the OWNER.
- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

#### 10.09 Access to Records and Reports

- A. Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

#### 10.10 Record Retention

- A. Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

10.11 Federal Changes

- A. Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

10.12 Safeguarding Personal Identifiable Information

- A. Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10.13 Third Party Beneficiaries

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the pubic or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a part to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provision of this Agreement.

10.14 Other Provisions

- A. OWNER stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the ENGINEERS Joint Contract Documents Committee®, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modifications to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. The individual signing this Agreement on behalf of CONTRACTOR represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The CONTRACTOR represents and warrants to the OWNER that the execution and delivery of the Agreement and the performance of CONTRACTOR’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the CONTRACTOR and enforceable in accordance with its terms.
- C. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the OWNER to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the OWNER thereafter to enforce such provisions.
- D. All notices required by this Agreement shall be in writing to the representatives listed below:

AUTHORIZED REPRESENTATIVES:

OWNER:

Chairman – Board of County Commissioners  
 \_\_\_\_\_  
 Address  
 1250 N. Eglin Parkway  
 \_\_\_\_\_  
 Shalimar, FL 32579  
 \_\_\_\_\_  
 Phone  
 850-651-7105  
 \_\_\_\_\_

CONTRACTOR:

Anderson Columbia Co. Inc.  
 \_\_\_\_\_  
 Address  
 2316 Hwy 71  
 \_\_\_\_\_  
 Marianna, Florida 32448  
 \_\_\_\_\_  
 Phone  
 (850)526-4400  
 \_\_\_\_\_

10.15 Equal Employment Opportunity

- A. (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

10.16 Federal Regulations for Title VI Clauses with Nondiscrimination Requirements

- A. During the performance of this CONTRACT, the parties shall comply with the Federal Regulations for Title VI Clauses for Compliance with Nondiscrimination Requirements as set forth herein.
1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
  4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the



sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

1. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10.17 Federal Fair Labor Standards Act (Federal Minimum Wage)

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

- B. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- 10.18 Unauthorized Aliens/Patriot's Act.
- A. The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 10.19 Occupational Safety and Health Act of 1970
- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONTRACTOR retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 10.20 Energy Policy and Conservation Act (43 U.S.C.§6201)
- A. All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 10.21 E-Verify
- A. Enrollment and verification requirements.
1. If the CONTRACTOR is not enrolled as a Federal Contractor in E-Verify at time of contract award, the CONTRACTOR shall-
    - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of Contract award;
    - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); and,
    - c. Verify employees assigned to the Contract. For each employee assigned to the Contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
  2. If the CONTRACTOR is enrolled as a Federal Contractor in E-Verify at time of Contract award, the CONTRACTOR shall use E-Verify to initiate verification of employment eligibility of
    - a. All new employees.
      - 1) Enrolled ninety (90) calendar days or more. The CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section; or
  - 1) Employees assigned to the Contract. For each employee assigned to the Contract, the CONTRACTOR shall initiate verification within ninety (90) calendar days after date of Contract award or within thirty (30) days after assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
3. If the CONTRACTOR is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the CONTRACTOR may choose to verify only employees assigned to the Contract, whether existing employees or new hires. The CONTRACTOR shall follow the applicable verification requirements of (1.) or (2.), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Contract.
4. Option to verify employment eligibility of all employees. The CONTRACTOR may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Contract. The CONTRACTOR shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - a. Enrollment in the E-Verify program; or
  - b. Notification to E-Verify Operations of the CONTRACTOR's decision to exercise this option, using the Contract information provided in the E-Verify program Memorandum of Understanding (MOU)
5. The CONTRACTOR shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU.
  - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the CONTRACTOR's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the CONTRACTOR, will be referred to a suspension or debarment official.
  - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the CONTRACTOR is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the CONTRACTOR, then the CONTRACTOR must reenroll in E-Verify.
  - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
  - d. Individuals previously verified. The CONTRACTOR is not required by this clause to perform additional employment verification using E-Verify for any employee-
    - 1) Whose employment eligibility was previously verified by the CONTRACTOR through the E-Verify program;
    - 2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or


- 
- 3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.
6. Subcontracts. The CONTRACTOR shall include the requirements of this clause, including this paragraph 6 (appropriately modified for identification of the parties) in each subcontract that -
- a. Is for
    - 1) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
    - 2) Construction;
  - b. Has a value of more than \$3,500; and
  - c. Includes work performed in the United States.
- 10.22 Contractor is aware that as of the Effective Date of the Contract, Owner may not have received all permits or approvals to construct the Project. Accordingly, no work shall be done until a Notice to Proceed is issued. See Article 4 in the General Conditions (00700) and as amended in the Supplemental Conditions (00800) for Commencement of the Work.
- 10.23 Contractor is aware that issuance of a Notice to Proceed is contingent upon Owner's receipt of permits and clearance to proceed from all agencies having jurisdiction.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on November 17, 2020 (which is the Effective Date of the Contract).

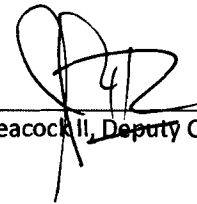
OWNER:

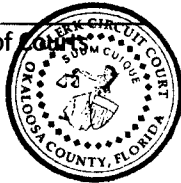
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
Robert A. "Trey" Goodwin, III, Chairman



Attest:

  
JD Peacock II, Deputy Clerk of Court



Address for giving notices:

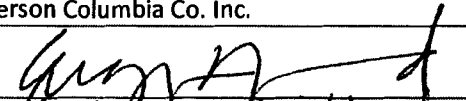
1250 N. Eglin Parkway

Shalimar, FL 32579

CONTRACTOR:

Anderson Columbia Co. Inc.

By:

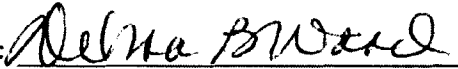
  
G. R. Ricketts

Title:

Vice President

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

  
Delna B. Ward

Title:

Admin

Address for giving notices:

2316 Hwy 71

Marianna, Florida 32448

License No.: CGC-1520954

END OF DOCUMENT 00520 – AGREEMENT BETWEEN OWNER & CONTRACTOR  
FOR CONSTRUCTION CONTRACT

DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

**COPY****ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to: **Okaloosa County, a political subdivision of the State of Florida.**
- 1.02 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 BIDDER accepts all of the terms and conditions of the Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, BIDDER represents that:
- A. BIDDER has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the Addenda as defined in Attachment “A”.
  - B. BIDDER has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. BIDDER is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. BIDDER has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. BIDDER has considered the information known to BIDDER itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER; and (3) BIDDER’s safety precautions and programs.
  - F. BIDDER agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.



- H. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER’S CERTIFICATION

##### 4.01 BIDDER certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
- C. BIDDER has not solicited or induced any individual or entity to refrain from bidding; and
- D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Tabulation for Southwest Crestview Bypass (Phase V)						
Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
Roadway (Phase V)						
1	101 1	MOBILIZATION	LS	1	\$4,199,016.43	\$ 4,199,016.43
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$35,171.33	\$ 35,171.33
3	0102 2 1	SPECIAL DETOUR 1 TEMP. PAVEMENT	LS	1	\$5,435.00	\$ 5,435.00
4	0102 2 2	SPECIAL DETOUR 2 TEMP. PAVEMENT	LS	1	\$14,543.77	\$ 14,543.77
5	102-2-300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS	1	\$1,750.58	\$ 1,750.58
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	35.3	\$57.73	\$ 2,037.87
7	0102 60	WORK ZONE SIGN	ED	38462	\$0.33	\$ 12,692.46
8	0102 74 1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	16980	\$0.19	\$ 3,226.20
9	0102 76	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	658	\$8.26	\$ 5,435.08
10	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	786	\$20.06	\$ 15,767.16
11	0102 104	TEMPORARY SIGNALIZATION AND MAINT, INTER	ED	730	\$14.15	\$ 10,329.50
12	0102 107 1	TEMP TRAFFIC DETECTION & MAINTEN, INTER	ED	730	\$14.15	\$ 10,329.50
13	0102 115	TYPE III BARRICADE	ED	4589	\$0.41	\$ 1,881.49
14	0104 10 3	SEDIMENT BARRIER	LF	41612	\$2.04	\$ 84,888.48
15	0104 11	FLOATING TURBIDITY BARRIER	LF	123	\$31.76	\$ 3,906.48
16	0104 12	STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC	LF	920	\$6.44	\$ 5,924.80
17	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$5,761.45	\$ 11,522.90
18	0107 1	LITTER REMOVAL	AC	92.86	\$47.19	\$ 4,382.06
19	0107 2	MOWING	AC	3078.79	\$5.00	\$ 15,393.95
20	0110 1 1	CLEARING & GRUBBING	LS	1	\$1,232,169.45	\$ 1,232,169.45
21	0110 4 10	REMOVAL OF EXIST CONC	SY	108	\$47.07	\$ 5,083.56

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
22	0110 7 1	MAILBOX, F&I SINGLE	EA	2	\$176.98	\$ 353.96
23	0120 1	REGULAR EXCAVATION	CY	833499	\$1.06	\$ 883,508.94
24	0120 4	SUBSOIL EXCAVATION	CY	1000	\$12.19	\$ 12,190.00
25	0120 6	EMBANKMENT	CY	508378.7	\$4.15	\$ 2,109,771.61
26	0141 70	SETTLEMENT PLATE ASSEMBLY	AS	3	\$2,475.38	\$ 7,426.14
27	0145 1	GEOSYNTHETIC REINFORCED SOIL SLOPE	SF	42870	\$6.18	\$ 264,936.60
28	0160 4	TYPE B STABILIZATION	SY	149526	\$3.94	\$ 589,132.44
29	0285701	OPTIONAL BASE,BASE GROUP 01	SY	13966	\$10.89	\$ 152,089.74
30	0285706	OPTIONAL BASE,BASE GROUP 06	SY	90220	\$11.39	\$ 1,027,605.80
31	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	7062	\$57.29	\$ 404,581.98
32	0286 1	TURNOUT CONSTRUCT/DRIVEWAY BASE- OPTIONAL MATERIALS	SY	1464	\$26.39	\$ 38,634.96
33	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	6355	\$3.39	\$ 21,543.45
34	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	18862.3	\$95.73	\$ 1,805,687.98
35	0337 7 25	ASPH CONC FC,INC BIT,FC-5,PG76-22	TN	3267.1	\$123.02	\$ 401,918.64
36	0337 7 82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	TN	1454.9	\$110.57	\$ 160,868.29
37	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	64.7	\$226.40	\$ 14,648.08
38	0400 0 13	CONCRETE CLASS NS, STEPS	CY	0.2	\$6,577.90	\$ 1,249.80
39	0400 1 2	CONC CLASS I, ENDWALLS	CY	10.34	\$1,386.80	\$ 14,339.51
40	0415 1 1	REINF STEEL- ROADWAY	LB	1072	\$1.18	\$ 1,264.96
41	0425 1311	INLETS, CURB, TYPE P-1, <10'	EA	1	\$6,450.44	\$ 6,450.44
42	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	11	\$5,846.28	\$ 64,309.08

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
Roadway (Phase V) - (continued)						
43	0425 1352	INLETS, CURB, TYPE P-5, >10'	EA	1	\$9,343.57	\$ 9,343.57
44	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	5	\$6,451.29	\$ 32,256.45
45	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$10,507.28	\$ 10,507.28
46	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	28	\$4,728.26	\$ 132,391.28
47	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	3	\$7,796.74	\$ 23,390.22
48	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	4	\$5,231.09	\$ 20,924.36
49	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	2	\$8,874.45	\$ 17,748.90
50	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	4	\$7,796.74	\$ 31,186.96
51	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$9,379.25	\$ 9,379.25
52	0425 1701	INLETS, CURB, TYPE S, <10'	EA	5	\$4,570.04	\$ 22,850.20
53	0425 1881	INLETS, BARRIER WALL, RIG, C&G, <10'	EA	7	\$4,607.54	\$ 32,252.78
54	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$4,008.65	\$ 4,008.65
55	0425 2 62	MANHOLES, P-8, >10'	EA	1	\$7,275.32	\$ 7,275.32
56	0425 2 91	MANHOLES, J-8, <10'	EA	1	\$6,584.07	\$ 6,584.07
57	0425 2 92	MANHOLES, J-8, >10'	EA	1	\$7,275.32	\$ 7,275.32
58	0430174118	PIPE CULV, OPT MATL, ROUND, 18"SD	LF	388	\$51.02	\$ 19,795.76
59	0430175115	PIPE CULV, OPT MATL, ROUND, 15"S/CD	LF	30	\$74.24	\$ 2,227.20
60	0430175118	PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	4391	\$47.93	\$ 210,460.63
61	0430175124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	LF	3000	\$61.81	\$ 185,430.00
62	0430175130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	LF	810	\$94.75	\$ 76,747.50
63	0430175136	PIPE CULV, OPT MATL, ROUND, 36"S/CD	LF	239	\$102.56	\$ 24,511.84

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
Roadway (Phase V) - (continued)						
64	0430175160	PIPE CULV, OPT MATL, ROUND, 60"S/CD	LF	136	\$232.48	\$ 31,617.28
65	0430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER - ELIP/ARCH, 18" S/CD	LF	61	\$77.83	\$ 4,747.63
66	0430560120	STRAIGHT CONCRETE ENDWALLS, 60", SINGLE, 30 DEGREES, ROUND	EA	2	\$13,528.69	\$ 27,057.38
67	0430611125	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 18"	EA	2	\$3,185.19	\$ 6,370.38
68	0430611129	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 24"	EA	2	\$3,692.52	\$ 7,385.04
69	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	18	\$1,168.48	\$ 21,032.64
70	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	13	\$1,316.04	\$ 17,108.52
71	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	3	\$1,688.43	\$ 5,065.29
72	0430984125	MITERED END SECT, OPTIONAL RD, 18" SD	EA	18	\$1,359.14	\$ 24,464.52
73	0440 1 20	UNDERDRAIN, TYPE II	LF	365	\$38.55	\$ 14,070.75
74	0440 7 31	UNDERDRAIN OUTLET PIPE	LF	235	\$31.38	\$ 7,374.30
75	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	178	\$60.91	\$ 10,841.98
76	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	5226	\$21.24	\$ 111,000.24
77	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	4103	\$22.42	\$ 91,989.26
78	520 3	CONCRETE VALLEY GUTTER	LF	117	\$23.60	\$ 2,761.20
79	0520 6	SHOULDER GUTTER- CONCRETE	LF	2353	\$23.60	\$ 55,530.80
80	0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL VARIABLE WIDTH	SY	131	\$75.51	\$ 9,891.81
81	0521 6 31	CONC PARAPET, RETAINING WALL SYS, 27"	LF	178	\$345.70	\$ 61,534.60
82	0521 72 43	SHLDR CONC BARRIER, CURB AND GUTTER BARRIER	LF	549	\$231.56	\$ 127,126.44
83	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	2703	\$53.09	\$ 143,502.27
84	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	381	\$63.72	\$ 24,277.32

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
85	0527 2	DETECTABLE WARNINGS	SF	138	\$29.50	\$ 4,071.00
86	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	54.2	\$265.67	\$ 14,399.31
87	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	2713	\$106.19	\$ 288,093.47
88	0536 1 1	GUARDRAIL- ROADWAY, GEN TL-3	LF	1890	\$19.47	\$ 36,798.30
89	0536 85 20	GUARDRAIL END TREAT- TRAILING ANCHORAGE	EA	3	\$1,120.84	\$ 3,362.52
90	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	3	\$2,182.72	\$ 6,548.16
91	0548 12	RET WALL SYSTEM, PERM, EX BARRIER	SF	7201	\$112.11	\$ 807,304.11
92	0550 10222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COAT	LF	15716	\$18.34	\$ 288,231.44
93	0550 60234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	EA	7	\$3,013.33	\$ 21,093.31
94	0570 1 1	PERFORMANCE TURF	SY	310389	\$1.18	\$ 366,259.02
95	0570 1 2	PERFORMANCE TURF, SOD	SY	127900	\$2.36	\$ 301,844.00
96	571 1 13	PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 3	SY	5551	\$22.93	\$ 127,284.43
97	0710 11101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	GM	3.009	\$943.87	\$ 2,840.10
98	0710 11125	PAINTED PAVT MARK, STD, WHITE, SOLID, 24"	LF	154	\$4.13	\$ 636.02
99	710 11 141	PAINTED PAVT MARK, STD, WH, DOT GUIDE, 6"	GM	0.085	\$943.87	\$ 80.23
100	0710 11170	PAINTED PAVT MARK, STD, WHITE, ARROWS	EA	8	\$53.09	\$ 424.72
101	0710 11201	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	GM	2.482	\$943.87	\$ 2,342.69
102	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2340	\$2.36	\$ 5,522.40
103	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	320	\$442.44	\$ 141,580.80
<b>Subtotal Roadway (Phase V) Item Nos. 1-103</b>					<b>\$</b>	<b>17,773,413.68</b>

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (Phase V)</b>						
104	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	23	\$383.45	\$ 8,819.35
105	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	13	\$1,120.84	\$ 14,570.92
106	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	3	\$1,710.77	\$ 5,132.31
107	0700 1 50	SINGLE POST SIGN, RELOCATE	AS	1	\$235.97	\$ 235.97
108	0705 10 1	OBJECT MARKER, TYPE 1	EA	9	\$176.98	\$ 1,592.82
109	0705 10 4	OBJECT MARKER, TYPE 4	EA	3	\$176.98	\$ 530.94
110	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	EA	15	\$70.79	\$ 1,061.85
111	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$29,496.09	\$ 29,496.09
112	0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	1107	\$2.48	\$ 2,745.36
113	0711 11124	THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR CHEVRONS	LF	410	\$3.48	\$ 1,426.80
114	0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	412	\$4.13	\$ 1,701.56
115	0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.251	\$2,123.72	\$ 533.05
116	0711 11160	THERMOPLASTIC, STD, WHITE, MESSAGE OR SYMBOL	EA	2	\$176.98	\$ 353.96
117	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	55	\$70.79	\$ 3,893.45
118	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	21	\$3.72	\$ 78.12
119	0711 11241	THERMOPLASTIC, STD, YELLOW, DOT / GUIDE, 6"	GM	0.089	\$2,359.69	\$ 210.01
120	0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	LF	854	\$14.15	\$ 12,084.10
121	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	16	\$147.48	\$ 2,359.68
122	0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	16	\$135.69	\$ 2,171.04
123	0711 15101	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 6"	GM	5.143	\$4,660.38	\$ 23,968.33
124	0711 15102	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 8"	GM	0.260	\$6,784.11	\$ 1,763.87



Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (Phase V) - (continued)</b>						
125	0711 15131	THERMOPLASTIC, STD OG ASPHALT SURFACES, WHITE, 6", 10-30 SKIP	GM	4.584	\$1,651.78	\$ 7,571.76
126	0711 15201	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, 6"	GM	4.549	\$4,660.38	\$ 21,200.07
127	0711 15231	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.152	\$1,946.73	\$ 295.90
128	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	2.360	\$4,542.40	\$ 10,720.06
129	0711 16131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	GM	0.920	\$1,592.78	\$ 1,465.36
130	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	1.254	\$4,660.38	\$ 5,844.12
131	0711 16231	THERMOPLASTIC, STD OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.074	\$2,949.61	\$ 218.27
132	0713103101	PERMANENT TAPE, WHITE, SOLID, 6" CONC BR	GM	1.294	\$28,906.17	\$ 37,404.58
133	0713103131	PERMANENT TAPE, WHITE, SKIP/D, 6" FOR CONC	GM	0.679	\$14,158.12	\$ 9,613.36
134	0713103201	PERMANENT TAPE, YELLOW, SOLID, 6" CONC BR	GM	0.679	\$29,496.09	\$ 20,027.85
135	0713103331	PERMANENT TAPE, BLACK, SKIP/D, 6" FOR CONC	GM	0.679	\$14,158.12	\$ 9,613.36
<b>Subtotal Signing and Pavement Marking (Phase V) Items Nos. 104-135</b>					<b>\$</b>	<b>238,704.29</b>

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signalization (Phase V)</b>						
136	0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	34049	\$9.44	\$ 321,422.56
137	0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	2046	\$21.24	\$ 43,457.04
138	0632 7 1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	PI	2	\$4,483.40	\$ 8,966.80
139	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	EA	26	\$707.90	\$ 18,405.40
140	0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36"	EA	69	\$1,238.84	\$ 85,479.96
141	0634 4 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1	\$2,031.69	\$ 2,031.69
142	0639 1 121	ELECTRICAL POWER SRV,F&I, MTER FURNISHED BY POWER COMPANY	AS	2	\$1,769.76	\$ 3,539.52
143	0639 2 1	ELECTRICAL SERVICE WIRE, F&I	LF	100	\$2.36	\$ 236.00
144	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2	\$1,179.84	\$ 2,359.68
145	0641 2 18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-Viii	EA	4	\$17,697.65	\$ 70,790.60
146	0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2	\$530.93	\$ 1,061.86
147	0641 2 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	2	\$5,309.29	\$ 10,618.58
148	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	6	\$1,834.65	\$ 11,007.90
149	0649 21 21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78'	EA	1	\$81,409.23	\$ 81,409.23
150	0649 21 27	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78' - 78'	EA	1	\$103,826.25	\$ 103,826.25
151	0650 1 14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	AS	16	\$1,002.87	\$ 16,045.92
152	0650 1 16	VEH TRA SIGNAL,F&I ALUMINUM, 4 S STR 1 W	AS	4	\$1,415.81	\$ 5,663.24
153	0653 1 11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	AS	4	\$796.39	\$ 3,185.56
154	0653 1 12	PEDESTRIAN SIGNAL, F&I LED COUNT, 2 WAYS	AS	2	\$1,415.81	\$ 2,831.62
155	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	7	\$312.66	\$ 2,188.62
156	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	3	\$353.95	\$ 1,061.85
157	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	14	\$707.90	\$ 9,910.60
158	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	14	\$766.89	\$ 10,736.46

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
Signalization (Phase V) - (continued)						
159	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	2	\$1,061.86	\$ 2,123.72
160	0665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	8	\$294.96	\$ 2,359.68
161	0670 5110	TRAF CNTL ASSEM, F&I, NEMA	AS	2	\$29,496.09	\$ 58,992.18
162	0670 5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	\$589.92	\$ 589.92
163	0700 3201	SIGN PANEL, F&I OM, UP TO 12 SF	EA	7	\$235.97	\$ 1,651.79
<b>Subtotal Signalization (Phase V) Item Nos. 136-163</b>					<b>\$</b>	<b>881,954.23</b>

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
Structures (Phase V)						
164	0400 2 4	CONC CLASS II, BRIDGE SUPERSTRUCTURE	CY	4615.0	\$550.00	\$ 2,538,250.00
165	0400 2 10	CONC CLASS II, APPROACH SLABS	CY	217.1	\$450.00	\$ 97,695.00
166	0400 4 5	CONC CLASS IV, SUBSTRUCTURE	CY	216.6	\$1,100.00	\$ 238,260.00
167	0400 4 25	CONC CLASS IV, MASS, SUBSTRUCTURE	CY	4505.4	\$740.00	\$ 3,333,996.00
168	0400 7 1	BRIDGE DECK GROOVING	SY	12172	\$3.39	\$ 41,263.08
169	0400 9 1	BRIDGE DECK PLANING	SY	12172	\$5.13	\$ 62,442.36
170	0400147	COMPOSITE NEOPRENE PADS	CF	115.6	\$1,250.00	\$ 144,500.00
171	0415 1 4	REINF STEEL- SUPERSTRUCTURE	LB	1060093	\$1.14	\$ 1,208,506.02
172	0415 1 5	REINF STEEL- SUBSTRUCTURE	LB	966135	\$1.19	\$ 1,149,700.65
173	0415 1 9	REINF STEEL- APPROACH SLABS	LB	39506	\$1.15	\$ 45,431.90
174	0450 2 63	PREST BEAMS: FLORIDA-I BEAM 63"	LF	16115	\$325.00	\$ 5,237,375.00
175	0455 34 5	PRESTRESSED CONCRETE PILING, 24" SQ	LF	21281	\$110.00	\$ 2,340,910.00
176	0455143 5	TEST PILES-PREST CONCRETE,24" SQ	LF	2030	\$250.00	\$ 507,500.00
177	0458 1 12	BRIDGE DECK EXPANSION JNT,NEW,STRIP SEAL	LF	549	\$300.00	\$ 164,700.00
178	459 71	PILES, POLYETHYLENE SHEETING	EA	356	\$11.00	\$ 3,916.00
179	0506 2	BRIDGE DRAINAGE PIPE	LF	105	\$85.00	\$ 8,925.00
180	0506 3	BRIDGE DRAINS	EA	2	\$6,000.00	\$ 12,000.00
181	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	3300	\$61.00	\$ 201,300.00
182	0520 70	CONCRETE TRAFFIC SEPARATOR, SP- VAR WIDT	SY	2493	\$65.00	\$ 162,045.00
183	0521 5 13	CONC TRAF RAIL- BRIDGE, 36" SING SLOPE	LF	3590	\$90.00	\$ 323,100.00
184	0521 6 11	CONC PARAPET, PED/BIKE, 27"	LF	3590	\$57.00	\$ 204,630.00

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Structures (Phase V) (continued)</b>						
185	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	1017.7	\$95.00	\$ 96,681.50
186	0550 10344	FENCING, TYPE R, 7.1-8.0', PARTIAL ENCLOSURE	LF	290	\$165.00	\$ 47,850.00
187	0630 2 16	CONDUIT, F& I, EMBEDDED- BARR./RAILINGS	LF	21573	\$3.60	\$ 77,662.80
188	0635 3 13	JUNCTION BOX, FURNISH & INSTALL, EMBED	EA	30	\$550.00	\$ 16,500.00
<b>Subtotal Structures (Phase V) Item Nos. 164-188</b>					<b>\$</b>	<b>18,265,140.31</b>

<b>Subtotal - Roadway (Phase V) Item Nos. 1-103</b>	<b>\$</b>	<b>17,773,413.68</b>
<b>Subtotal - Signing and Pavement Marking (Phase V) Item Nos. 104-135</b>	<b>\$</b>	<b>238,704.29</b>
<b>Subtotal - Signalization (Phase V) Item Nos. 136-163</b>	<b>\$</b>	<b>881,954.23</b>
<b>Subtotal - Structures (Phase V) Item Nos. 164-188</b>	<b>\$</b>	<b>18,265,140.31</b>
<b>Total (Phase V) Item Nos. 1-188</b>	<b>\$</b>	<b>37,159,212.50</b>

Bid Tabulation for Southwest Crestview Bypass (East-West Connector )						
Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
Roadway (East-West Connector)						
1	101 1	MOBILIZATION	LS	1	\$178,866.10	\$ 178,866.10
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$23,377.94	\$ 23,377.94
3	102 2 3	SPECIAL DETOUR 3 TEMP. PAVEMENT	LS	1	\$13,456.34	\$ 13,456.34
4	102 2 4	SPECIAL DETOUR 4 TEMP. PAVEMENT	LS	1	\$3,673.50	\$ 3,673.50
5	102 2 300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS	1	\$1,516.21	\$ 1,516.21
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	84.1	\$47.67	\$ 4,009.05
7	0102 60	WORK ZONE SIGN	ED	35398	\$0.33	\$ 11,681.34
8	0102 74 1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	9058	\$0.19	\$ 1,721.02
9	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	358	\$20.06	\$ 7,181.48
10	0102 115	TYPE III BARRICADE	ED	2224	\$0.41	\$ 911.84
11	0104 10 3	SEDIMENT BARRIER	LF	33100	\$2.05	\$ 67,855.00
12	0104 11	FLOATING TURBIDITY BARRIER	LF	225	\$32.30	\$ 7,267.50
13	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$5,761.45	\$ 11,522.90
14	0104 18	INLET PROTECTION SYSTEM	EA	1	\$176.98	\$ 176.98
15	0107 1	LITTER REMOVAL	AC	63.38	\$47.19	\$ 2,990.90
16	0107 2	MOWING	AC	1327.12	\$5.00	\$ 6,635.60
17	0110 1 1	CLEARING & GRUBBING	LS	1	\$251,660.66	\$ 251,660.66
18	110 4 10	REMOVAL OF EXISTING CONCRETE	SY	52	\$23.60	\$ 1,227.20
19	0110 7 1	MAILBOX, F&I SINGLE	EA	4	\$176.98	\$ 707.92
20	0120 1	REGULAR EXCAVATION	CY	257812.7	\$3.23	\$ 832,735.02
21	0120 4	SUBSOIL EXCAVATION	CY	9075.3	\$12.09	\$ 109,720.38

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
Roadway (East-West Connector) - (continued)						
22	0120 6	EMBANKMENT	CY	150930.0	\$1.40	\$ 211,302.00
23	0160 4	TYPE B STABILIZATION	SY	65591	\$4.75	\$ 311,557.25
24	0285701	OPTIONAL BASE,BASE GROUP 01	SY	18268	\$8.74	\$ 159,662.32
25	0285706	OPTIONAL BASE,BASE GROUP 06	SY	33469	\$12.85	\$ 430,076.65
26	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	3377	\$64.32	\$ 217,208.64
27	0286 1	TURNOUT CONSTRUCT/DRIVEWAY BASE- OPT. MAT.	SY	2370	\$29.30	\$ 69,441.00
28	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	2669	\$4.54	\$ 12,117.26
29	0334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	685.4	\$144.06	\$ 98,738.72
30	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	5825.4	\$107.87	\$ 628,385.90
31	0337 7 82	ASPH CONC FC, TRAFFIC C, FC-9.5, PG 76-22	TN	2647.1	\$101.08	\$ 267,568.87
32	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	22.3	\$319.57	\$ 7,126.41
33	0400 4 1	CONC CLASS IV, CULVERTS	CY	472.8	\$1,231.63	\$ 582,314.66
34	0415 1 1	REINF STEEL- ROADWAY	LB	131958	\$1.43	\$ 188,699.94
35	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	13	\$5,843.74	\$ 75,968.62
36	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	3	\$6,434.77	\$ 19,304.31
37	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$10,507.28	\$ 10,507.28
38	0425 1461	INLETS, CURB, TYPE J-6, <10'	EA	1	\$7,610.95	\$ 7,610.95
39	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	6	\$4,710.13	\$ 28,260.78
40	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	2	\$7,719.48	\$ 15,438.96
41	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	3	\$5,231.09	\$ 15,693.27
42	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	1	\$8,874.45	\$ 8,874.45



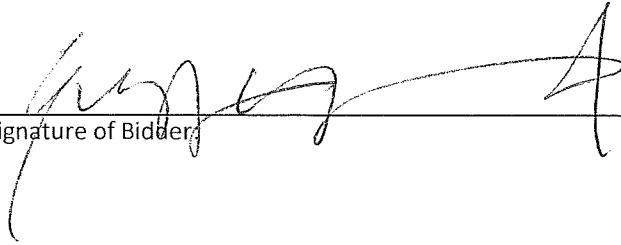
Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
Roadway (East-West Connector) - (continued)						
43	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	1	\$7,810.33	\$ 7,810.33
44	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$7,812.15	\$ 7,812.15
45	0425 1701	INLETS, GUTTER, TYPE S, <10'	EA	2	\$7,106.22	\$ 14,212.44
46	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$7,252.73	\$ 7,252.73
47	0430174118	PIPE CULV, OPT MATL, ROUND, 18"SD	LF	319	\$57.56	\$ 18,361.64
48	0430174148	PIPE CLVERT, OPTIONAL MATERIAL, ROUND, 48" SD	LF	112	\$132.64	\$ 14,855.68
49	0430175118	PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	2645	\$47.99	\$ 126,933.55
50	0430175124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	LF	1360	\$59.96	\$ 81,545.60
51	0430175130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	LF	459	\$83.43	\$ 38,294.37
52	0430175142	PIPE CULV, OPT MATL, ROUND, 42"S/CD	LF	268	\$125.36	\$ 33,596.48
53	0430542120	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 30 DEGREES, ROUND	EA	2	\$7,996.05	\$ 15,992.10
54	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	7	\$1,235.07	\$ 8,645.49
55	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	6	\$1,904.51	\$ 11,427.06
56	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	1	\$2,921.25	\$ 2,921.25
57	0430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	EA	2	\$2,510.52	\$ 5,021.04
58	0430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	2	\$2,510.52	\$ 5,021.04
59	0430984125	MITERED END SECTION, OPTIONAL RD, 18" SD	EA	16	\$1,163.54	\$ 18,616.64
60	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	7767	\$22.42	\$ 174,136.14
61	0520 6	SHOULDER GUTTER- CONCRETE	LF	1279	\$23.60	\$ 30,184.40
62	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	4473	\$53.09	\$ 237,471.57
63	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	164	\$63.72	\$ 10,450.08

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Roadway (East-West Connector) - (continued)</b>						
64	0527 2	DETECTABLE WARNINGS	SF	72	\$29.50	\$ 2,124.00
65	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	245.3	\$241.12	\$ 59,146.74
66	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	3204	\$106.19	\$ 340,232.76
67	0536 1 0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	LF	647	\$18.29	\$ 11,833.63
68	0536 73	GUARDRAIL REMOVAL	LF	290	\$3.54	\$ 1,026.60
69	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	2	\$2,654.66	\$ 5,309.32
70	0550 10222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COAT	LF	6702	\$19.77	\$ 132,498.54
71	0550 60234	FENCE GATE,TYP B,SLIDE/CANT,18.1-20'OPEN	EA	6	\$3,013.33	\$ 18,079.98
72	0570 1 1	PERFORMANCE TURF	SY	125998	\$1.18	\$ 148,677.64
73	0570 1 2	PERFORMANCE TURF, SOD	SY	58500	\$2.36	\$ 138,060.00
74	0710 11101	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	GM	4.764	\$943.87	\$ 4,496.60
75	0710 11160	PAINTED PAVT MARK,STD,WHITE, SYMBOL	EA	2	\$53.09	\$ 106.18
76	0710 11201	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	GM	4.751	\$943.87	\$ 4,484.33
77	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2000	\$2.36	\$ 4,720.00
78	1050 14003	UTILITY PIPE, RELOCATE, 5.0-7.9"	LF	120	\$147.48	\$ 17,697.60
79	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	160	\$442.44	\$ 70,790.40
<b>Subtotal Roadway (East-West Connector) Item Nos. 1-79</b>					<b>\$</b>	<b>6,734,599.21</b>

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (East-West Connector)</b>						
80	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	14	\$383.45	\$ 5,368.30
81	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	5	\$1,120.84	\$ 5,604.20
82	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	1	\$1,710.77	\$ 1,710.77
83	0705 10 1	OBJECT MARKER, TYPE 1	EA	3	\$176.98	\$ 530.94
84	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$14,158.12	\$ 14,158.12
85	0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	81	\$4.13	\$ 334.53
86	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	23	\$70.79	\$ 1,628.17
87	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	602	\$3.72	\$ 2,239.44
88	0711 11421	THERMOPLASTIC, STD, BLUE, SOLID,6"	LF	70	\$3.54	\$ 247.80
89	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	2	\$147.48	\$ 294.96
90	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	5.026	\$4,542.40	\$ 22,830.10
91	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	3.006	\$4,660.38	\$ 14,009.10
92	0711 16231	THERMOPLASTIC, STD-OTH, YELLOW, SKIP, 6"	GM	0.877	\$1,946.73	\$ 1,707.28
<b>Subtotal Signing and Pavement Marking (East-West Connector) Item Nos. 80-92</b>					\$	<b>70,663.72</b>

<b>Subtotal - Roadway (East-West Connector) Item Nos. 1-79</b>	\$	<b>6,734,599.21</b>
<b>Subtotal - Signing and Pavement Marking (East-West Connector) Item Nos. 80-92</b>	\$	<b>70,663.72</b>
<b>Total (East-West Connector) Item Nos. 1-92</b>	\$	<b>6,805,262.93</b>

SUMMARY OF COST Southwest Crestview Bypass (Phase V and East-West Connector)	
Total (Phase V) Item Nos. 1-188	\$ 37,159,212.50
Total (East-West Connector) Item Nos. 1-92	\$ 6,805,262.93
<b>Grand Total Southwest Crestview Bypass (Phase V &amp; East-West Connector)</b>	<b>\$ 43,964,475.43</b>

  
\_\_\_\_\_  
Signature of Bidder

9/22/2020  
\_\_\_\_\_  
Date:

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 BIDDER agrees that the Work will be substantially complete within 1,095 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1,155 calendar days after the date when the Contract Times commence to run.
- 6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security as discussed in Article 8 of the Instructions to BIDDERS;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License Number or Evidence of BIDDER's ability to obtain a State Contractor's License and a covenant by BIDDER to obtain said license within the time for acceptance of Bids; and
  - D. Attachments
    - A. Addendum Acknowledgement
    - B. Schedule of Subcontractors, not required to be submitted with the Bid Package
    - C. Conflict of Interest Disclosure
    - D. Recycled Content
    - E. Drug-Free Workplace Program Certification
    - F. Indemnification and Hold Harmless
    - G. Insurance Compliance Certification
    - H. Cone of Silence Clause
    - I. Federal E-Verify Compliance Certification
    - J. Certification Regarding Child Labor
    - K. Anti-Collusion Statement
    - L. Company Data
    - M. List of References
    - N. Certification Regarding Lobbying
    - O. Vendors on Scrutinized Companies Lists
    - P. Suspension and Debarment
    - Q. SCHEDULE I Contractors Acceptance

**ARTICLE 8 – DEFINED TERMS**

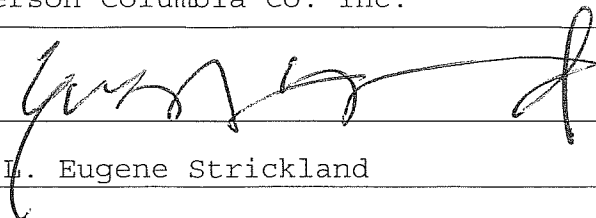
- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

Bidder: Indicate correct name of bidding entity:

Anderson Columbia Co. Inc.

By:  
Signature:



Printed name: L. Eugene Strickland

*(If BIDDER is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
Signature:



Printed name: Kevin Buchanan

Title: Project Manager

Submittal Date: 9/22/20

Address for giving notices:

2316 FL-71

Marianna, FL 32448

Telephone Number: 850-526-4440

Fax Number: 850-526-7106

Contact Name: L. Eugene Strickland

Contact Phone Number: 850-526-8297

Contact Email Address: gene.strickland@andersoncolumbia.com

Federal ID or SS Number: 59-2871935

Bidder's License No.: CGC-1520954

DUNS Number: 158999198

CAGE Code: 1RDK9

DOCUMENT 00410 – ADDENDUM ACKNOWLEDGEMENT – ATTACHMENT “A”

Acknowledgement is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NUMBER	DATE
Addendum 1	8/25/2020
Addendum 2	8/28/2020
Addendum 3	9/8/2020
Addendum 4	9/11/2020
Addendum 5	9/15/2020
Addendum 6	9/18/2020



NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the BIDDER to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.



DOCUMENT 00410 – CONFLICT OF INTEREST DISCLOSURE – ATTACHMENT “C”

For purposes of determining any possible conflict of interest, all BIDDERS, must disclose if any Okaloosa Board of County commissioner, employee(s), elected official(s) or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “YES” (a county employee, elected official or agency is also associated with your business) or “NO”. If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:   X  

NAME

POSITION

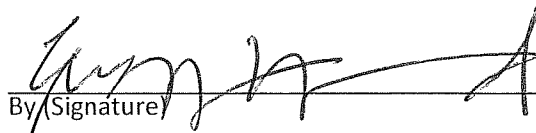
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N/A

Date

9/22/20

By (Signature)



Firm Name

Anderson Columbia Co. Inc.

By (Printed)

E. Eugene Strickland

Address

2316 FL - 71

Title

Vice President

Address

Marianna, FL 32448

gene.strickland@andersoncolumbia.com

Email

Office Number

850-526-4440

850-526-4440

Cell Number

DOCUMENT 00410 – RECYCLED CONTENT – ATTACHMENT “D”

1. Material: Asphalt

Is the above material: Virgin \_\_\_\_\_ Recycled X If recycled, what percentage 20% %

Describe: Milled Asphalt is reused in hot mix asphalt.

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

2. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

3. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

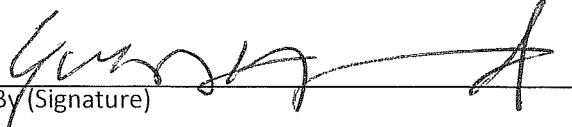
DOCUMENT 00410 – DRUG-FREE WORKPLACE PROGRAM CERTIFICATION – ATTACHMENT “E”

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

9/22/20  
 Date  
Anderson Columbia Co. Inc.  
 Firm Name  
2316 FL - 71  
 Address  
Marianna, FL 32448  
 Address  
850-526-4440  
 Office Number

  
 By (Signature)  
L. Eugene Strickland  
 By (Printed)  
Vice President  
 Title  
gene.strickland@andersoncolumbia.com  
 Email  
850-526-8297  
 Cell Number

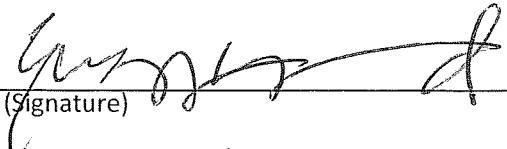
DOCUMENT 00410 – INDEMNIFICATION AND HOLD HARMLESS – ATTACHMENT “F”

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the OWNER, the Construction Engineering and Inspection (CEI) Consultant, the Design Engineer and the officers and employees of each from liabilities, damages, losses and costs including but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

The Contractor/Subcontractor shall indemnify, defend, save and hold harmless Triumph Gulf Coast Inc., a Florida not-for-profit corporation, Owner, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor and its officers, agents or employees.

To the maximum extent permitted by applicable law, Contractor shall indemnify, defend, and hold Florida Gulf & Atlantic Railroad, LLC (FGA) and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of FGA, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of FGA, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against FGA and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors’ agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about FGA’s property.

9/22/20  
 Date  
Anderson Columbia Co. Inc.  
 Firm Name  
2316 FL - 71  
 Address  
Marianna, FL 32448  
 Address  
850-526-4440  
 Office Number  
850-526-7106  
 Fax Number

  
 By (Signature)  
L. Eugene Strickland  
 By (Printed)  
Vice President  
 Title  
gene.strickland@andersoncolumbia.com  
 Email  
850-526-8297  
 Cell Number  
850-526-8297  
 After-Hour Number(s)

DOCUMENT 00410 – INSURANCE COMPLIANCE CERTIFICATION – ATTACHMENT “G”

This form is to be completed and signed by you certifying that your policy either meets the insurance requirements as specified in Bid No. ITB PW 65-20, or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

I certify that the insurance requirements have been reviewed.

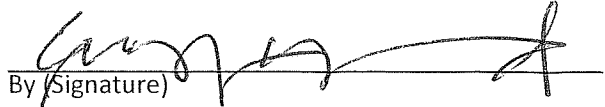
9/22/20  
Date

Anderson Columbia Co. Inc.  
Firm Name

2316 FL - 71  
Address

Marianna, FL 32448  
Address

850-526-4440  
Office Number



Eugene Strickland  
By (Printed)

Vice President  
Title

gene.strickland@andersoncolumbia.com  
Email

850-526-8297  
Cell Number

DOCUMENT 00410 – CONE OF SILENCE CLAUSE – ATTACHMENT “H”

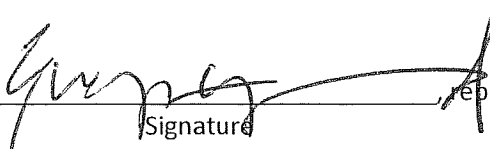
The Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the bidder from consideration during the selection process.**

All bidders must agree to comply with this policy by signing the following statement and including it with their submittal.

I, , representing Anderson Columbia Co. Inc.  
Signature Company Name

On this 22<sup>nd</sup> day of September, 20 20 hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

## DOCUMENT 00410 – FEDERAL E-VERIFY COMPLIANCE CERTIFICATION – ATTACHMENT "I"

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, BIDDER hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the BIDDER during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

9/22/20  
Date

Anderson Columbia Co. Inc.  
Firm Name

2316 Hwy 71  
Address

Marianna, FL 32448  
Address

850-526-4440  
Office Number

  
By (Signature)

L. Eugene Strickland  
By (Printed)

Vice President  
Title

gene.strickland@andersoncolumbia.com  
Email

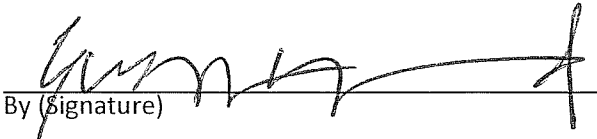
850-526-8297  
Cell Number

## DOCUMENT 00410 – CERTIFICATION REGARDING CHILD LABOR – ATTACHMENT “J”

In accordance with solicitation provision 45 CFR 22.15, BIDDER hereby certifies the review of the “List of Products Requiring Contractor Certification or Indentured Child Labor” as published by the Department of Labor in accordance with Executive Order 13126 of June 12, 1999 if any end products are used within this Contract as required by the Prohibition of Acquisition of Products Produced by Forced or Indentured Child Labor, 48 CFR 52.222-18. The list identifies products by their country of origin that the Departments of Labor, Treasury and State have a reasonable basis to believe might have been mined, produced or manufactured by forced or indentured child labor. ([www.dol.gov/ilab/](http://www.dol.gov/ilab/)) see (22.1505(a))

The BIDDER certifies that they have made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture as listed for that end product. On the basis of those efforts, the BIDDER certifies that it is not aware of any such use of child labor. Specifically, any electrical equipment is not allowed from China per ORCA Certification 52.222-18.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

<p><u>9/22/20</u> Date</p> <p><u>Anderson Columbia Co. Inc.</u> Firm Name</p> <p><u>2316 Hwy 71</u> Address</p> <p><u>Marianna, FL 32448</u> Address</p> <p><u>850-526-4440</u> Office Number</p>	<p> By (Signature)</p> <p><u>Eugene Strickland</u> By (Printed)</p> <p><u>Vice President</u> Title</p> <p><u>gene.strickland@andersoncolumbia.com</u> Email</p> <p><u>850-526-8297</u> Cell Number</p>
---	--



DOCUMENT 00410 – ANTI-COLLUSION STATEMENT – ATTACHMENT “K”

The below signed BIDDER has not divulged to, discussed or compared his bid with other BIDDERS and has not colluded with any other BIDDER or parties to bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

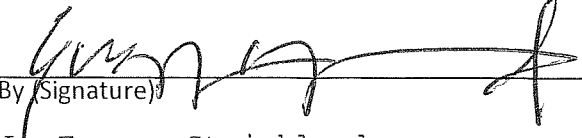
9/22/20  
 Date

Anderson Columbia Co. Inc.  
 Firm Name

2316 Hwy 71  
 Address

Marianna, FL 32448  
 Address

850-526-4440  
 Office Number

  
 By (Signature)

L. Eugene Strickland  
 By (Printed)

Vice President  
 Title

gene.strickland@andersoncolumbia.com  
 Email

850-526-8297  
 Cell Number

DOCUMENT 00410 – COMPANY DATA – ATTACHMENT “L”

Bidder's Company Name: Anderson Columbia Co. Inc.

Physical Address: 2316 Hwy 71, Marianna, FL 32448

\_\_\_\_\_



Contact Person (printed): L. Eugene Strickland

Phone Number: 850-526-4440 Fax Number: 850-526-7106

Cell Number: 850-526-8297

Email: gene.strickland@andersoncolumbia.com

Federal ID or SS Number: 59-2871935

Bidder's License Number: CGC-1520954

Emergency After-Hours,  
Weekend or Holiday Contact  
with Number: 850-526-8297

## DOCUMENT 00410 – LIST OF REFERENCES – ATTACHMENT “M”

1.	David H. Melvin Inc.	David Melvin
	Company Name	Contact Person
	4428 Lafayette St.	850-482-3045
	Address	Telephone Number
	Marianna, FL 32446	davidmelvin@melvineng.com
	City, State, Zip	Email
2.	FDOT	Ed Hudec
	Company Name	Contact Person
	1074 US-90	850-330-1617
	Address	Telephone Number
	Chipley, FL 32428	ed.hudec@dot.state.fl.us
	City, State, Zip	Email
3.	RS&H	Ben Searight
	Company Name	Contact Person
	2123 Grassy Point RD	850-265-4404
	Address	Telephone Number
	Southport, FL 32409	ben.searight@rsandh.com
	City, State, Zip	Email

DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “N”

31 U.S.C. 1352, 49 CFR 19, 49 CFR PART 20  
APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans and Cooperative Agreements (to be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)A, any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Anderson Columbia Co. Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

9/22/20  
Date  
Anderson Columbia Co. Inc.  
Firm Name

[Signature]  
By (Signature)  
Vice President  
Title

DOCUMENT 00410 –VENDORS ON SCRUTINIZED COMPANIES LISTS – ATTACHMENT “O”

By executing this Certificate Anderson Columbia Co., Inc., the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

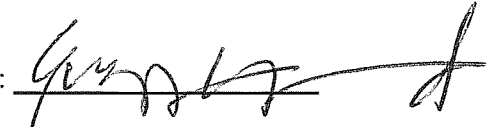
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 9/22/2020

COMPANY: Anderson Columbia Co. Inc.

ADDRESS: 2316 Hwy 71  
Marianna, FL  
32448

PHONE NO.: 850-526-4440

SIGNATURE: 

NAME: L. Eugene Strickland  
(Typed or Printed)

TITLE: Vice President

E-MAIL: gene.strickland@andersoncolumbia.com

DOCUMENT 00410 – DEBARMENT & SUSPENSION – ATTACHMENT “P”
--

**Government Debarment & Suspension**

**Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

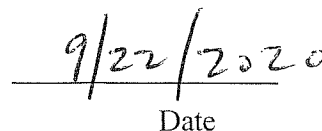
**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

L. Eugene Strickland, Vice President

Printed Name and Title of Authorized Representative

  
Signature

  
Date

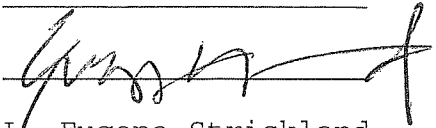
DOCUMENT 00410 – SCHEDULE I CONTRACTORS ACCEPTANCE – ATTACHMENT “Q”

SCHEDULE I

CONTRACTOR’S ACCEPTANCE

To and for the benefit of Florida Gulf & Atlantic Railroad, LLC. (“FGA”) and to induce FGA to permit Contractor on or about FGA’s property for the purposes of performing work in accordance with the FGA Agreement dated \_\_\_\_\_, 20\_\_\_\_, between Okaloosa County, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: Anderson Columbia Co. Inc.

By: 

Name: I. Eugene Strickland

Title: Vice President

Date: 9/22/2020



END OF DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

DOCUMENT 00610 – PERFORMANCE BOND

**Delivery of Performance Bond**

In accordance with Section 00800 – Supplementary Conditions, Article 2, p 2.01, The Performance Bond is not required until the Owner notifies Contractor that all permits have been received and Project is cleared for construction by all agencies having jurisdiction. Contractor shall deliver to Owner within 10 business days of such notification, such bonds as Contractor may be required to furnish.

CONTRACTOR (name and address):  
Anderson Columbia Co. Inc.  
2316 Hwy 71  
Marianna, Florida 32448

SURETY (name and address of principal place of business):  
Travelers Casualty and Surety Company of America AND  
One Tower Square, Hartford, CT 06183  
Berkshire Hathaway Specialty Insurance Company  
1314 Douglas Street, Ste 1400, Omaha, NE 68102-  
1944

OWNER (name and address): Okaloosa Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement: \_\_\_\_\_  
Amount: \$43,964,475.43  
Description (name and location): Southwest Crestview Bypass (Phase V and East-West Connector),  
Crestview, FL

BOND

Bond Number: \_\_\_\_\_  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): \_\_\_\_\_  
Amount: \$43,964,475.43  
Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**  
\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

**SURETY**  
\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

**By:** \_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Signature

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

END OF DOCUMENT 00610 – PERFORMANCE BOND

DOCUMENT 00620 – PAYMENT BOND

**Delivery of Payment Bond**

In accordance with Section 00800 – Supplementary Conditions, Article 2, p 2.01, The Payment Bond is not required until the Owner notifies Contractor that all permits have been received and Project is cleared for construction by all agencies having jurisdiction. Contractor shall deliver to Owner within 10 business days of such notification, such bonds as Contractor may be required to furnish.

CONTRACTOR (name and address):

Anderson Columbia Co. Inc.  
2316 Hwy 71  
Marianna, Florida 32448

SURETY (name and address of principal place of business):

Travelers Casualty and Surety Company of America AND  
One Tower Square, Hartford, CT 06183  
Berkshire Hathaway Specialty Insurance Company  
1314 Douglas Street, Ste 1400, Omaha, NE 68102-1944

OWNER (name and address): Okaloosa Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579

CONSTRUCTION CONTRACT

Effective Date of the Agreement: \_\_\_\_\_

Amount: \$43,964,475.43

Description (name and location): Southwest Crestview Bypass (Phase V and East-West Connector), Crestview, FL

BOND

Bond Number: \_\_\_\_\_

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): \_\_\_\_\_

Amount: \$43,964,475.43

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

\_\_\_\_\_  
Contractor's Name and Corporate Seal (seal)

SURETY

\_\_\_\_\_  
Surety's Name and Corporate Seal (seal)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and

Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:



1. The name of the Claimant;
  2. The name of the person for whom the labor was done, or materials or equipment furnished;
  3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
  4. A brief description of the labor, materials, or equipment furnished;
  5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  7. The total amount of previous payments received by the Claimant; and
  8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is

located. The intent of this Bond shall be to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

END OF DOCUMENT 00620 – PAYMENT BOND

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

Prepared by



Issued and Published Jointly by



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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

## 1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
  11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et

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- seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Engineer*—The individual or entity named as such in the Agreement.
  21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
  22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
  23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
  25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
  26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
  27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
  28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
  29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
  30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and

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other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*:
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*:
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- 2.04 Preconstruction Conference; Designation of Authorized Representatives
- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
  - B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- 2.05 Initial Acceptance of Schedules
- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
    1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
    2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
    3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
- 2.06 Electronic Transmittals
- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
  - B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
  - C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  - 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
  - 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

- 4.01 Commencement of Contract Times; Notice to Proceed
- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.
- 4.02 Starting the Work
- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.
- 4.03 Reference Points
- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- 4.04 Progress Schedule
- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 Delays in Contractor's Progress
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and



interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### 5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
  1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

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2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

#### 5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 Underground Facilities

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings,

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conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

#### 5.06 Hazardous Environmental Conditions at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
  - D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
  - E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
  - F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
  - G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
  - H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
  - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such

Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

#### 6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.



**6.03 Contractor's Insurance**

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against 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 automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

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- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

## 6.05 Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
  5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to

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Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

### 7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not

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perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be

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ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require

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Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and

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Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the

Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.08 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These

record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

- 7.14 Hazard Communication Programs
- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- 7.15 Emergencies
- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- 7.16 Shop Drawings, Samples, and Other Submittals
- A. *Shop Drawing and Sample Submittal Requirements:*
1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
  2. *Samples:*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to

- enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal;
  - 6. the issuance of a notice of acceptability by Engineer;
  - 7. any inspection, test, or approval by others; or
  - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

**7.18 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## ARTICLE 8 – OTHER WORK AT THE SITE

### 8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all

cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay,



disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### 9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### 9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.  
B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.  
C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 9.06 Insurance

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### 9.07 Change Orders

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

### 9.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

- 10.01 Owner's Representative
- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.
- 10.02 Visits to Site
- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
  - B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.
- 10.03 Project Representative
- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent

Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

- 10.04 Rejecting Defective Work
- A. Engineer has the authority to reject Work in accordance with Article 14.
- 10.05 Shop Drawings, Change Orders and Payments
- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.
- 10.06 Determinations for Unit Price Work
- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.
- 10.07 Decisions on Requirements of Contract Documents and Acceptability of Work
- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 10.08 Limitations on Engineer's Authority and Responsibilities
- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.
- 10.09 Compliance with Safety Program
- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

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**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

## 11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
1. Change Orders:
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  3. Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

## 11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

**11.03 Unauthorized Changes in the Work**

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

**11.04 Change of Contract Price**

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

**11.05 Change of Contract Times**

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

**11.06 Change Proposals**

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

**11.07 Execution of Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need

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- for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## ARTICLE 12 – CLAIMS

### 12.01 Claims

- A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Mediation:
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

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3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
  1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the

Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### 14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

- A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.
- B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

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- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

## 15.01 Progress Payments

- A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments:
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications:
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
    - a. the Work has progressed to the point indicated;
    - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
    - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
  4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due:
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner:
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

- c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary

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certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof,

is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 Final Payment

##### A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

##### B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

##### C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

##### D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited

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to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

## 16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

## 16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.
- 16.03 Owner May Terminate For Convenience
- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 16.04 Contractor May Stop Work or Terminate
- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

- 17.01 Methods and Procedures
- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 18.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### 18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

### 18.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS
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**GENERAL**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**ARTICLE 2 – PRELIMINARY MATTERS****2.01 Delivery of Bonds and Evidence of Insurance**

Delete Paragraph 2.01.A in its entirety and insert the following in its place.

- A. Bonds: When Owner notifies Contractor that all permits have been received and Project is cleared for construction by all agencies having jurisdiction, Contractor shall deliver to Owner within 10 business days of such notification, such bonds as Contractor may be required to furnish.

**2.02 Copies of Documents**

Delete Paragraph 2.02.A in its entirety and insert the following in its place.

- A. Owner shall furnish to Contractor one printed copy of the Contract including one fully executed counterpart of the Agreement. An electronic portable document format (PDF) may be requested by Contractor.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

Replace Article 4.01.A in its entirety with the following:

- A. The Contract Times will commence to run on the date indicated in the Notice to Proceed.
- B. A Notice to Proceed will only be issued once all permits are received and the project is cleared by all agencies having jurisdiction that construction may commence.
- C. Once permits are received and construction can commence, the Owner will notify Contractor and meet to establish the date for the Notice to Proceed. In no event will the Contract Times commence to run later than 180 days after the Effective Date of the Contract unless Owner and Contractor mutually agree to a time extension.
- D. If Project is not cleared for construction by all agencies having jurisdiction within 180 days from the effective date of the Contract and unless Owner and Contractor mutually agree to a time extension, the parties agree that the Contract shall automatically terminate for convenience and neither party shall be entitled to any type of damages.

Replace Article 4.02.A in its entirety with the following:

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done prior to such date.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS****5.02 Use of Site and Other Areas**

Delete Paragraph 5.02.A.2 in its entirety and insert the following:



2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by mediation, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

### 5.03 Subsurface and Physical Conditions

Delete Paragraphs 5.03 and 5.04 of the General Conditions in their entireties and replace with the following provisions:

### 5.03 Subsurface and Physical Conditions

#### A. Reports and Drawings: The Supplementary Conditions hereby identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, and Technical Data contained in such reports. Such reports are as follows:
  - a. Report dated June 16, 2020, prepared by Tierra, Inc., Pensacola, Fl., entitled: "*Phase V Road -Final Bridge & MSE Wall Report*", consisting of 220 pages. The Technical Data contained in such report whose accuracy Contractor may rely are: Section 3 and Appendices A & B.
  - b. Report dated June 1, 2020, prepared by Tierra, Inc., Pensacola, Fl., entitled: "*Southwest Crestview By-Pass Miscellaneous Structures Report*", consisting of 34 pages. The Technical Data contained in such report whose accuracy Contractor may rely are: Section 3 and Appendices A & B.
  - c. Report dated March 10, 2020, prepared by Tierra, Inc., Pensacola, Fl., entitled: "*Southwest Crestview By-Pass Pond Soil Survey Report*", consisting of 42 pages. The Technical Data contained in such report whose accuracy Contractor may rely are: Section 3 and Appendix A.
  - d. Report dated July 21, 2020, prepared by Tierra, Inc., Pensacola, Fl., entitled: "*Phase V Southwest Crestview By-Pass and East-West Connector Final Roadway Soil Survey Report*", consisting of 104 pages. The Technical Data contained in such report whose accuracy Contractor may rely are: Section 3 and Appendix A and B.

#### B. Reliance by Contractor on Technical Data Authorized:

Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.06 Hazardous Environmental Conditions

Delete Paragraphs 5.06.B and 5.06.I in their entirety.

Delete Paragraphs 5.06.A and 5.06.J in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Owner and the design Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

## ARTICLE 6 – BONDS AND INSURANCE

#### 6.01 Performance, Payment and Other Bonds

Add the following paragraph immediately after Paragraph 6.01.C:

1. All bonds shall be written by a surety with no less than an "A" rating by national rating agency. All sureties must be on the U.S. Department of Treasury's Listing of Approved Sureties (Department Circular 570) and bonds must be within the Treasury's underwriting limitation.

#### 6.02 Insurance – General Provisions

Delete Paragraph 6.02.B in its entirety and insert the following:

- B. All insurance required by the Contract to be purchased and maintained by OWNER and CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this CONTRACT shall have a minimum A+, Class X or higher in the Bests Key Rating Guide.

Add the following new paragraph immediately after Paragraph 6.02.J:

- K. Where applicable, Okaloosa County Board of County Commissioners and Florida Gulf & Atlantic Railroad, LLC. and shall be shown as an Additional Insureds and must contain a waiver of subrogation against Okaloosa County Board of County Commissioners and Florida Gulf & Atlantic Railroad, LLC and its affiliates.

6.03 Contractor’s Insurance

Delete Paragraph 6.03.C.1 in its entirety and insert the following in its place:

- 1. Products and completed operations coverage:
  - a. Such insurance shall be maintained for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence continuation of such insurance at final payment and two years thereafter.

Add the following new paragraph immediately following Paragraph 6.03.C.8:

- 9. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in Paragraph 6.03.K.

Add the following new paragraph immediately following Paragraph 6.03.D:

- 1. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in paragraph 6.03.K.

Add the following new paragraph immediately following Paragraph 6.03.J:

K. Railroad Protective Liability Insurance: Unless Contractor’s Commercial General Liability and Automobile Liability policies contain endorsements described in 6.03.C.9 and 6.03.D.1 above, Contractor shall purchase and maintain Railroad Protective Liability Insurance which satisfies the following requirements:

- 1. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
- 2. Florida Gulf & Atlantic Railroad, LLC must be the named insured on the Railroad Protective Insurance Policy.
- 3. Name and Address of Contractor and Agency (Okaloosa County BCC) must appear on the Declarations page.
- 4. Description of operations must appear on the Declarations page and must match the Project description.
- 5. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
- 6. Authorized endorsements may include:
  - a. Broad Form Nuclear Exclusion - IL 00 21
  - b. 30-day Advance Notice of Non-renewal or cancellation
  - c. Required State Cancellation Endorsement
  - d. Quick Reference or Index - CL/IL 240
- 7. Authorized endorsements may not include:
  - a. A Pollution Exclusion Endorsement except CG 28 31
  - b. A Punitive or Exemplary Damages Exclusion
  - c. A “Common Policy Conditions” Endorsement
  - d. Any endorsement that is not named in Paragraph K.5 or K.6 above.
  - e. Policies that contain any type of deductible

L. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
Employer’s Liability:	

- |   |                     |
|---|---------------------|
| Bodily injury, each accident            | \$ <u>1,000,000</u> |
| Bodily injury by disease, each employee | \$ <u>1,000,000</u> |
| Bodily injury/disease aggregate         | \$ <u>1,000,000</u> |
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
- |   |                     |
|---|---------------------|
| General Aggregate                                   | \$ <u>5,000,000</u> |
| Products - Completed Operations Aggregate           | \$ <u>5,000,000</u> |
| Personal and Advertising Injury                     | \$ <u>5,000,000</u> |
| Each Occurrence (Bodily Injury and Property Damage) | \$ <u>5,000,000</u> |
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:
- |                          |                     |
|--------------------------|---------------------|
| Bodily Injury:           |                     |
| Each person              | \$ <u>1,000,000</u> |
| Each accident            | \$ <u>1,000,000</u> |
| Property Damage:         |                     |
| Each accident            | \$ <u>1,000,000</u> |
| <i>[or]</i>              |                     |
| Combined Single Limit of | \$ <u>1,000,000</u> |
4. Additional Insureds: In addition to Owner (Okaloosa County Board of County Commissioners) include as additional insureds the following: HDR Engineering, Inc., 25 West Cedar Street, Suite 200, Pensacola, FL 32502 and Florida Gulf & Atlantic Railroad, LLC.
5. Contractor's Pollution under Paragraph 6.03.F of the General Conditions
- |                   |                        |
|-------------------|------------------------|
| Each Occurrence   | \$ <u>Not Required</u> |
| General Aggregate | \$ <u>Not Required</u> |
6. Contractor's Professional Liability under Paragraph 6.03.H of the General Conditions
- |                  |                        |
|------------------|------------------------|
| Each Occurrence  | \$ <u>Not Required</u> |
| Annual Aggregate | \$ <u>Not Required</u> |
7. Railroad Protective Liability under Paragraph 6.03.K as has been added by these Supplemental Conditions to the General Conditions:
- |                       |                     |
|-----------------------|---------------------|
| Bodily Injury:        |                     |
| Each accident         | \$ <u>2,000,000</u> |
| Property Damage:      |                     |
| Each accident         | \$ <u>2,000,000</u> |
| Combined Single Limit | \$ <u>2,000,000</u> |
| Annual Aggregate      | \$ <u>6,000,000</u> |

Add the following new paragraph immediately following Paragraph 6.03.L:

- M. The Contractor shall submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

DeRita Mason  
Okaloosa County Purchasing  
5479A Old Bethel Road  
Crestview, FL 32536  
dmason@myokaloosa.com

Jay Harris, PE  
Crouch Engineering  
5115 Maryland Way, Ste. 225  
Brentwood, TN 37027  
jharris@crouchengineering.com

The Contractor may not begin work on or about FGA property until written approval of the required insurance has been received by Owner and Florida Gulf & Atlantic Railroad, LLC., (FGA).

## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

### 7.02 Labor; Working Hours

Delete Paragraph 7.02 B. in its entirety and insert the following:

- B. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on any or all days of the week, from 7 AM to 7 PM CST.
1. Holidays - Unless the Contractor submits a written request to work during one or more days of a Holiday at least ten calendar days in advance of the beginning date of the Holiday and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive. Contract Time will be charged during these Holidays. The Contractor is not entitled to any additional compensation or contract time adjustments for suspension of operations during such Holiday periods.

### 7.07 Patent Fees and Royalties

Delete Paragraphs 7.07.B in its entirety.

Delete Paragraphs 7.07.C in its entirety and insert the following:

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Owner and the design Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

### 7.10 Laws and Regulations

Delete Paragraph 7.10.B in its entirety and replace with the following:

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless the Owner and the design Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor’s responsibility to make certain that the Work described in the Contract Documents is in

accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

#### 7.18 Indemnification

Delete Paragraph 7.18.A in its entirety and insert the following:

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the OWNER, the Construction Engineering and Inspection (CEI) Consultant, the Design Engineer, and the officers and employees of each from liabilities, damages, losses and costs including but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

The contractor/subcontractor shall indemnify, defend, save and hold harmless Triumph Gulf Coast Inc., a Florida not-for-profit corporation, Owner, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor and its officers, agents or employees.

To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold Florida Gulf & Atlantic Railroad, LLC (FGA) and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of FGA, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of FGA, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against FGA and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about FGA's property.

### **ARTICLE 8 – OTHER WORK AT THE SITE**

#### 8.03 Legal Relationships

Delete Paragraph 8.03.D in its entirety and insert the following:

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer (both Design and CEI), then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by mediation or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION**

## 10.03 Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
  1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  4. Liaison:
    - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  6. Shop Drawings and Samples:
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
    - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
  7. Modifications: Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
  8. Review of Work and Rejection of Defective Work:
    - a. Conduct on-Site observations of Contractor’s work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Report to Engineer whenever RPR believes that any part of Contractor’s work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - c. Maintain records for use in preparing Project documentation.
11. Reports:
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. Completion:
- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
  - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.



4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.
- D. Owner has retained a CEI (Construction Engineering and Inspection) consultant firm to perform the role of RPR described in subarticle 10.03 and to schedule and conduct meetings and negotiate requested changes for consideration by Owner.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### 13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### 15.01 Progress Payments

Delete Paragraph 15.01.B.1 in its entirety and insert the following in its place:

- B. Applications for Payment
1. Application for payment shall generally be submitted on a monthly basis (no more than once per month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Delete Paragraph 15.01.C.1 in its entirety and insert the following in its place:

- C. Review of Application
1. Engineer will within 5 business days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's

reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

#### 15.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 15.08 Correction Period

Delete Paragraph 15.08.B in its entirety and insert the following in its place:

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others)

### **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

#### 16.04 Contractor May Stop Work or Terminate

Delete Paragraphs 16.04.A and 16.04.B in their entirety and insert the following in their place:

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

### **ARTICLE 18 – MISCELLANEOUS**

#### 18.07 Controlling Law

Delete paragraph 18.07.A in its entirety and replace the following in its place:

- A. This Contract shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. The parties agree that venue for any legal proceedings arising out of this Contract shall be in the state courts of Okaloosa County, Florida.

Add the following two sub articles to Article 18.

#### 18.09 Coordination of Contract Documents

- A. The following documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work. In addition to the work and materials specified in the Standard Specifications as being included in any specific pay item, include in such pay items additional, incidental work not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the Work under such pay item and not stipulated as being covered under other pay items.
  - B. In cases of discrepancy, the governing order of the documents is as follows:
    - 1. Modifications issued after the execution of the Agreement
    - 2. Agreement between Owner & Contractor for Construction Contract
    - 3. Addenda issued after the Bid Specifications were advertised to potential Bidders
    - 4. Supplementary Conditions
    - 5. FDOT Standard Specifications for Road & Bridge Construction, Latest Edition
    - 6. EJCDC General Conditions, 2013 Edition
    - 7. Technical Specifications
    - 8. Construction Drawings
    - 9. Computed dimensions govern over scaled dimensions
- 18.10 Construction Closeout Requirements to County
- A. Immediately after being notified by the Engineer that all other requirements of the Agreement have been completed Contractor shall complete the following items
    - 1. Signed Release of Liens;
    - 2. Certificate of Insurance for two year period, letter from Contractor stating Certificate of Insurance will be maintained for two (2) years;
    - 3. Certifications from Surety that Payment/Performance Bond shall remain in effect one year following final payment;
    - 4. Consent of Surety for Final Payment;
    - 5. Final Invoice with Engineer's Recommendation, final payment of this Contract shall be made within sixty (60) days after completion by the Contractor of all Work covered by the Agreement and acceptance of such Work by the County;
    - 6. Record (As-Built) Drawing

END OF DOCUMENT 00800 – SUPPLEMENTARY CONDITION

DOCUMENT 00810 – SPECIAL CONDITIONS

**Contractor shall comply with the following requirements:**

**INDIGO SNAKE ..... 00810-2**  
**GOPHER TORTOISE. .... 00810-2**  
**BALD EAGLE ..... 00810-3**  
**ATTACHMENT (A) Florida Gulf & Atlantic Railroad, LLC and Okaloosa County  
Construction Agreement ..... 00810-4**

## INDIGO SNAKE

### LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (INDIGO SNAKE).

(REV 5-25-17) (FA 6-13-17) (7-20)

SUBARTICLE 7-1.4 is expanded by the following:

**7-1.4.1 Additional Requirements for Eastern Indigo Snake (*Drymarchon corais couperi*):** The Department has determined that eastern indigo snake habitat exists in the project limits. Implement the Standard Protection Measures for the Eastern Indigo Snake published by the US Fish and Wildlife Service which are available at:

[https://www.fws.gov/northflorida/IndigoSnakes/20130812\\_Eastern\\_indigo\\_snake\\_Standard\\_Protection\\_Measures.htm](https://www.fws.gov/northflorida/IndigoSnakes/20130812_Eastern_indigo_snake_Standard_Protection_Measures.htm)

The project will implement the U.S. Fish and Wildlife Service Standard Protection Measures for the Eastern Indigo Snake: <http://www.fws.gov/northflorida/IndigoSnakes/indigo-snakes.htm>

Poster Information:

[https://www.fws.gov/northflorida/IndigoSnakes/20130812\\_EIS%20Poster\\_final.pdf](https://www.fws.gov/northflorida/IndigoSnakes/20130812_EIS%20Poster_final.pdf)

## GOPHER TORTOISE

### LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (GOPHER TORTOISES).

(REV 6-15-17) (FA 6-20-17) (7-20)

SUBARTICLE 7-1.4 is expanded by the following new Subarticle:

**7-1.4.1 Additional Requirements for Gopher Tortoises (*Gopherus Polyphemus*):** Certain gopher tortoise burrows are to remain within the project area, as shown in the Plans, and must be protected. Avoid ground disturbing impacts within a 25 foot radius of each burrow. Install and maintain silt fence in accordance with Section 104 as a means of burrow avoidance, ensuring that it opens towards the offsite project limits, does not herd tortoises toward an obstacle, and that burrows are not fully encircled. Install fence prior to any other construction activity. Replace fence in the same location as the original fence. Remove fence upon completion of construction.

Silt fence intended for burrow avoidance may also be used as silt fence for erosion control but shall not be considered as the only silt fence needed for erosion control purposes within the project limits.

Follow the gopher tortoise species requirements posted in the URL address in 7-1.4 when gopher tortoises are observed or previously unidentified burrows are discovered.

Surveys for gopher tortoises and burrows will be conducted within the proposed alignment including stormwater pond sites, and staging/storage area footprints, extending at least 25 feet outside of all project boundaries and within FWC prescribed buffer areas around burrows, prior to construction activities. Gopher tortoise burrows will be avoided by a minimum of 25 feet or relocations will occur in accordance with FWC permit requirements. [https://www.fws.gov/northflorida/GopherTortoise/Gopher\\_Tortoise\\_Fact\\_Sheet.html](https://www.fws.gov/northflorida/GopherTortoise/Gopher_Tortoise_Fact_Sheet.html)

## **BALD EAGLE**

### **LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (EAGLE).**

**(REV 6-16-17) (FA 6-28-17) (7-20)**

SUBARTICLE 7-1.4 is being expanded by the following new Sub article:

#### **7-1.4.1 Additional Requirements for Bald Eagles (*Haliaeetus leucocephalus*):**

The following active bald eagle nests are located within 660 feet of the project as shown in the Plans:

Nest # (note which buffer zone nest falls within)

Nest # (note which buffer zone nest falls within)

No construction activities can occur, including staging of equipment, within 330 feet of any active bald eagle nest during nesting season (October 1 – May 15, or until all nestlings fledge).

Conduct construction activities occurring between 330 feet and 660 feet from an active bald eagle nest during nesting season as directed by the Engineer, who will act in coordination with the nest monitor provided by the Department. Stop work when directed by the Engineer and do not resume work within the monitoring area until approval is received from the Engineer.

Construction activities more than 660 feet from a nest may be conducted, at any time of year, with no coordination required with the USFWS or FWC.

When new or alternate nests are observed, follow the bald eagle species guidelines posted in the URL address in 7-1.4.

A binocular survey for the bald eagle will be conducted prior to construction. Reinitiation of coordination with the USFWS and FWC will occur should a nest be found within 660-ft. of the project.

<https://www.fws.gov/northflorida/BaldEagles/bald-eagles.htm>

**ATTACHMENT (A)**

**Florida Gulf & Atlantic Railroad, LLC  
and Okaloosa County Construction  
Agreement**

FLORIDA GULF & ATLANTIC  
RAILROAD, LLC

CONSTRUCTION AGREEMENT



**Crestview Bypass, New Bridge Over the FGA  
Crestview, Okaloosa County, Florida  
MP 698.85  
FGA Public Project No. 19313**

This Construction Agreement ("Agreement") is made as of August 4, 20<sup>20</sup>, by and between Florida Gulf & Atlantic Railroad, LLC., a Delaware company with its principal place of business in Boca Raton, Florida ("FGA"), and Okaloosa County a political subdivision of the State of Florida ("Agency").

**EXPLANATORY STATEMENT**

1. Agency wishes to facilitate the installation of a proposed four lane highway passing over the FGA for a project collectively known as the Crestview Bypass, in the vicinity of FGA milepost OOK 698.85, located in Crestview, Okaloosa County, Florida (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, FGA will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither FGA nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to FGA, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) FGA retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**1. Project Plans and Specifications**

1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or FGA or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at FGA's election, to the review and approval of FGA. Such plans, specifications and drawings, as prepared or approved by FGA, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by FGA as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of FGA Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, FGA signifies only that such Plans and improvements constructed in accordance with such Plans satisfy FGA's requirements. FGA expressly disclaims all other

representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

## 2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 FGA Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, FGA shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that FGA shall provide all services that FGA deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and FGA's contractual obligations, including, but not limited to, FGA's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. FGA shall commence its work under this Agreement following: (i) delivery to FGA of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by FGA prior to the commencement of work by FGA; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to FGA, as required by Section 9. The initiation of any services by FGA pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by FGA or on FGA property shall conclude no later than 270 days following the notice-to-proceed, unless the parties mutually agree to extend such date.

3. Special Provisions Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to FGA Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

## 4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse FGA for all costs and expenses incurred by FGA in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, including meals or per diem, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to FGA's consultants and subcontractors, and (6) FGA labor in connection with the Project, together with FGA labor overhead percentages established by FGA pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by FGA prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. FGA has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event FGA anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of

the total Reimbursable Expenses, together with a revised Payment Schedule for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. FGA may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

#### 4.3 Payment Terms.

4.3.1 Agency shall pay FGA for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). FGA agrees to submit invoices to Agency for such amounts and Agency shall remit payment to FGA at the later of thirty (30) days following delivery of each such invoice to Agency **or, the payment date** (if any) set forth in the Payment Schedule. Invoices shall reconcile amounts against deposits made by Agency.

4.3.2 Following completion of the Project, FGA shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by FGA against the total payments received from Agency. Agency shall pay to FGA the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by FGA from Agency exceed the Reimbursable Expenses, FGA shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay FGA any sums due FGA under this Agreement: (i) Agency shall pay FGA interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) FGA may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from FGA shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to FGA shall be made by Electronic Fund Transfer (EFT) or by certified check and mailed to the following address or such other address as designated by FGA's notice to Agency:

Florida Gulf & Atlantic Railroad, LLC  
Attention: Patricia Bencivenga, Chief Financial Officer  
RailUSA, LLC  
1515 S Federal Highway  
Suite 404  
Boca Raton, FL 33432

4.4 Effect of Termination. Agency's obligation to pay to FGA Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to FGA that: (i) Agency has appropriated funds sufficient to reimburse FGA for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify FGA in the event that Agency is unable to obtain such appropriations.

#### 6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, FGA hereby grants Agency a nonexclusive license to access and cross FGA's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by FGA and such temporary construction easements as may be designated on the Plans approved by FGA.

6.3 Permanent Easements. Insofar as it has the right to do so, FGA shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on FGA property as shown on the Plans approved by FGA, if any, on terms and conditions and at a price acceptable to the parties. Upon request by FGA, Agency shall furnish to FGA descriptions and plat plans for the easements.

7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to FGA.

## 8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to FGA. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of FGA's default or termination of this Agreement or Work on the Project by either party.

8.2 By FGA. In addition to the other rights and remedies available to FGA under this Agreement, FGA may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by FGA to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse FGA pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by FGA to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning FGA's property to its former condition, and all other costs of FGA incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay FGA for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, FGA's only remaining obligation to Agency shall be to refund to Agency payments made to FGA in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with FGA's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by FGA's Risk Management Department.

## 10. Ownership and Maintenance

### Other Improvements

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after

reasonable notice from FGA (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of FGA, that requires immediate action), FGA may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore FGA's property to its original condition, at Agency's sole cost and expense, to FGA's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of FGA, which may be withheld for any reason, and the execution of such agreements as FGA may require.

## 11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold FGA and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of FGA, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of FGA, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against FGA and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about FGA's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold FGA and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "FGA Affiliates". For the purpose of this Section 11, FGA's affiliates include FGA and all entities, directly or indirectly, owned or controlled by or under common control of FGA or FGA and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify FGA promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of FGA. Except as otherwise provided by this Agreement, FGA shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of FGA to prohibit Agency or its Contractors or anyone from entering FGA's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment FGA may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by FGA and the assumption of FGA's assignee of FGA's obligations under this Agreement, FGA shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without FGA's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to FGA:

Florida Gulf & Atlantic Railroad, LLC  
Attention: Patricia Bencivenga, Chief Financial Officer  
RailUSA, LLC  
1515 S Federal Highway  
Suite 404  
Boca Raton, FL 33432

If to Agency:

Okaloosa Board of County Commissioners  
Attn: County Administrator  
1250 N. Eglin Parkway  
Shalimar, FL 32579

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Palm Beach County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**Okaloosa County**

By: \_\_\_\_\_

Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners



**Florida Gulf & Atlantic Railroad, LLC.**

By: \_\_\_\_\_

Patricia Bencivenga, Chief Financial Officer  
Accounting

## EXHIBIT A

### ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

Agency wishes to facilitate the installation of a proposed four lane highway passing over the FGA for a project collectively known as the Crestview Bypass, in the vicinity of FGA milepost OOK 698.85, located in Crestview, Okaloosa County, Florida (the "Project").

B. FGA shall perform or cause to be performed:

1. Flagging services and other protective services and devices as may be necessary. The FGA will provide flagging service for a 70 working days during a 90 day period.
2. Construction engineering and inspection to protect the interests of FGA for 70 working days during a 90 day period.



## EXHIBIT B

### PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to FGA for its review and approval:

**Plan set prepared by HDR Engineering, Inc., 25 West Cedar Street, Suite 200, Pensacola, FL identified as Southwest Crestview Bypass (Phase V), Structural Plans for Bridge No. 574195.**

**SHEET DESCRIPTION PREPARER DATE**

1 of 146 dated June 24, 2020

## EXHIBIT C

### FGA SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"FGA" shall mean Florida Gulf & Atlantic Railroad, LLC, its successors and assigns.

"FGA Representative" shall mean the authorized representative of Florida Gulf & Atlantic Railroad, LLC.

"Agreement" shall mean the Agreement between FGA and Agency, as amended from time to time.

"Agency" shall mean the **Okaloosa County**.

"Agency Representative" shall mean the authorized representative of **Okaloosa County**.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF FGA ENGINEER

The FGA Representative (Public Project Manager) shall have final authority in all matters affecting the safe maintenance of FGA operations and FGA property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with FGA operations and FGA property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH FGA OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with FGA operations, including train, signal, telephone and telegraphic services, or damage to FGA's property, or to poles, wires, and other facilities of tenants on FGA's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or FGA Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the FGA Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or FGA's property, Agency or its Contractor shall make such provision. If the FGA Representative determines that such provision is insufficient, FGA may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on FGA Property or rights-of-way until it has complied with the following conditions:

A. Notify FGA in writing of the date that it intends to commence Work on the Project. Such notice must be received by FGA at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on FGA property. The notice must refer to this Agreement by

date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the FGA Representative to begin Work on FGA property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from FGA the names, addresses and telephone numbers of FGA's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

#### IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on FGA property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of FGA or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either FGA or Agency, but must be approved by both FGA and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to FGA.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with FGA for such changes to be accomplished at the Agency or Contractor's expense.

#### V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across FGA property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of FGA and shall execute a license agreement or right of entry satisfactory to FGA, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross FGA's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

C. The Contractor will pay for FGA flagman stationed at any private crossing. Payment for flagman services will to be paid prior to mobilization of the flagman.

#### VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with FGA for accomplishing stage construction involving work by FGA. In arranging its schedule, Agency or Contractor shall ascertain, from FGA, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. Agency or Contractor may not charge any costs or submit any claims against FGA for hindrance or delay caused by railroad traffic; work done by FGA or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that FGA does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against FGA for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

## VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on FGA's property or where they may potentially interfere with FGA's operations, unless Agency or Contractor has received FGA Representative's prior written permission. Agency and Contractor understand and agree that FGA will not be liable for any damage to such materials and equipment from any cause and that FGA may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## VIII. CONSTRUCTION PROCEDURES

### A. General

1. Construction work on FGA property shall be subject to FGA's inspection and approval.
2. Construction work on FGA property shall be in accord with FGA's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the FGA, which Agency and Contractor shall be required to obtain from FGA, and in accord with any other instructions furnished by FGA or FGA's Representative.

### B. Blasting

1. Agency or Contractor shall obtain FGA Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to FGA property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of FGA. At least 10 days' advance notice to FGA Representative is required to arrange for the presence of an authorized FGA representative and any flagging that FGA may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to FGA's property

resulting from the blasting, as directed by FGA Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on FGA property or closer than the minimum distance specified in 27 CFR 555.218 or 27 CFR 555.219, as applicable, with FGA's line being considered an unbarricaded passenger railway or a public railroad (as applicable) for purposes of the columns in the tables of distances

2. FGA Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO FGA TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. FGA has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by FGA, or over tracks.

B. Agency shall reimburse FGA directly for all costs of flagging that is required on account of construction within FGA property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to FGA Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for FGA to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and FGA shall not be liable for the cost of delays attributable to obtaining such service.

D. FGA shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of FGA Representative, such inspection may be necessary. Agency shall reimburse FGA for the costs incurred by FGA for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. FGA shall render invoices for, and Agency shall pay for, the actual pay rate of the flag persons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or

agreement between FGA and its employees, or if the tax rates on labor are changed, bills will be rendered by FGA and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible. FGA reserves the right to use a third party provider for flagging services, and will pass through the cost of such services, plus any admin costs and expenses incurred by the FGA to engage said services.

#### XI. UTILITY FACILITIES ON FGA PROPERTY

Agency shall arrange, upon approval from FGA, to have any utility facilities on or over FGA Property changed as may be necessary to provide clearances for the proposed trackage.

#### XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from FGA's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave FGA Property in neat condition, satisfactory to FGA Representative.

#### XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) FGA may require Agency and/or Contractor to vacate FGA Property; and (b) FGA may withhold monies due Agency and/or Contractor; (c) FGA may require Agency to withhold monies due Contractor; and (d) FGA may cure such failure and the Agency shall reimburse FGA for the cost of curing such failure.

**EXHIBIT D**

**INITIAL ESTIMATE**

**ATTACHED**

**Crestview Bypass, New Bridge Over the FGA  
Crestview, Okaloosa County, Florida  
MP 698.85  
FGA Public Project No. 19313**

**D-1**

# ESTIMATE OF COSTS

## Construction Management & Flagging for Construction of New Bridge

Project No.:	19313 - Crestview Bypass Bridge over RR
Location:	MP OOK 698.85 Crestview, Okaloosa County, Florida
Client Name & Address:	FGA
Consultant Name & Address:	Florida Gulf & Atlantic Railroad 1240 South Lipona Road Tallahassee, FL 32304

### I. Direct Salary Cost (payroll costs) Engineering:

Classification	Rate	Hours	Total	
General Manager	\$200.00	50	\$10,000.00	
Senior Construction Manager	\$130.00	700	\$91,000.00	
<b>Subtotal:</b>				<b>\$ 101,000.00</b>

### II. Other Expenses:

		Mileage Rate		
Transportation		\$0.575	\$	
Plans/Permits			\$	
Other	22,220.00		\$22,220.00	
<b>Subtotal:</b>				<b>\$ 22,220.00</b>

### III. Subconsultants

Subconsultants				
<b>Subtotal:</b>				<b>\$ -</b>

**Total Engineering Cost (I+II+III):** **\$ 123,220.00**

**Railroad Administrative Fee (6%):** **\$ 7,393.20**

**Railroad Flagging/Worker Protection, Day** 70 days \$1,000 **\$ 70,000.00**

**Total Project Cost** **\$ 200,613.20**



# EXHIBIT E

## PAYMENT SCHEDULE

### Advance Payment in Full

Upon exception and delivery of notice to proceed with the Project, Agency will deposit with FGA a sum equal to the Reimbursable Expenses, as shown by the Estimate. If FGA anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, FGA will request an additional deposit equal to the then remaining Reimbursable Expenses which FGA estimates that it will incur. FGA shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

### Scheduled Payments

Agency shall deposit with FGA the following sums on or before the dates set forth below, which sums and dates shall be subject to adjustment in the event of revisions to the Estimate:

Construction Management/Observation	<u>\$123,220.00</u>
Railroad Provided Worker Protection/Flagging	<u>\$70,000.00</u>
Railroad Administration Fee	<u>\$7,393.20</u>
<b>Total Payment:</b>	<b><u>\$200,613.20</u></b>

Terms: Within thirty (30) days following receipt of this executed agreement by Agency.

Send copy of confirmed payment to **Patricia Bencivenga, Chief Accounting Officer, at [patricia.bencivenga@railusa.net](mailto:patricia.bencivenga@railusa.net).**

### Progress Payments in Arrears

Notwithstanding anything to the contrary set forth in this Agreement, Agency shall pay FGA in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, Agency shall remit payment to FGA for its Reimbursable Expenses with thirty (30) days following delivery to Agency of an invoice.

## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies

Agency and Contractor, if and to the extent that either is performing work on or about FGA's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name FGA as an additional named insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against FGA and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name FGA as an additional named insured.
4. Railroad protective liability insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$6,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. Florida Gulf & Atlantic Railroad, LLC must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i). Broad Form Nuclear Exclusion - IL 00 21
    - (ii) 30-day Advance Notice of Non-renewal or cancellation
    - (iii) Required State Cancellation Endorsement
    - (iv) Quick Reference or Index - CL/IL 240
  - g. Authorized endorsements may not include:
    - (i) A Pollution Exclusion Endorsement except CG 28 31
    - (ii) A Punitive or Exemplary Damages Exclusion
    - (iii) A "Common Policy Conditions" Endorsement
    - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
    - (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The FGA Project Number 19313 must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as FGA may require.

## II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Florida Gulf & Atlantic Railroad, LLC  
Attention: Patricia Bencivenga, Chief Financial Officer  
RailUSA, LLC  
1515 S Federal Highway  
Suite 404  
Boca Raton, FL 33432

And

Jay Harris, PE  
Crouch Engineering, Inc.  
5115 Maryland Way, STE 225  
Brentwood, TN 37027  
[jharris@crouchengineering.com](mailto:jharris@crouchengineering.com)

2. Neither Agency nor its Designee may begin work on or about FGA property until written approval of the required insurance has been received from FGA or its representative.

## SCHEDULE I

### CONTRACTOR'S ACCEPTANCE

To and for the benefit of Florida Gulf & Atlantic Railroad, LLC. ("FGA") and to induce FGA to permit Contractor on or about FGA's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, between Okaloosa County, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT "A"

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and its Designee, if and to the extent that either is performing work on or about FGA's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name FGA as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against FGA and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name FGA as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$6,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. Florida Gulf & Atlantic Railroad, LLC must be the named insured on the Railroad Protective Insurance Policy.
  - c. Name and Address of Contractor and Agency must appear on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i). Broad Form Nuclear Exclusion - IL 00 21
    - (ii) 30-day Advance Notice of Non-renewal or cancellation
    - (iii) Required State Cancellation Endorsement
    - (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The FGA Project Number 19313 must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as FGA may require.

## II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

~~Jay Harris, PE  
Crouch Engineering  
5115 Maryland Way, STE 225  
Brentwood, TN 37027  
[jharris@crouchenengineering.com](mailto:jharris@crouchenengineering.com)~~

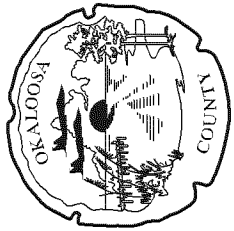
Patricia Bencivenga  
Rail USA  
1515 S Federal Hwy STE 404  
Boca Raton FL 33432  
[Patricia.Bencivenga@RAILUSA.COM](mailto:Patricia.Bencivenga@RAILUSA.COM)

2. Neither Agency nor its Designee may begin work on or about FGA property until written approval of the required insurance has been received from FGA.

# OKALOOSA COUNTY, FLORIDA

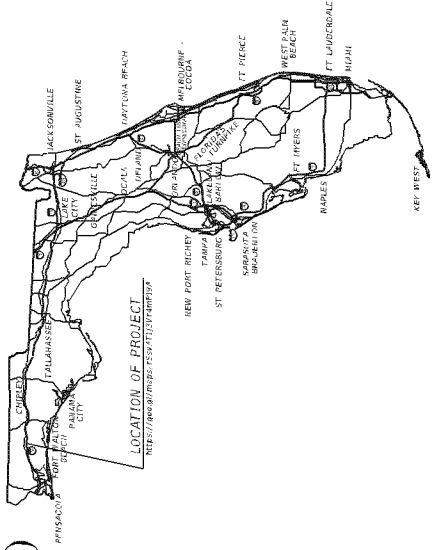
## SOUTHWEST CRESTVIEW BYPASS (PHASE V)

### STRUCTURE PLANS BRIDGE NO. 574195



#### INDEX OF STRUCTURE PLANS

SHEET NO.	SHEET DESCRIPTION
B-1 THRU B-10	GENERAL SHEETS
B-11 THRU B-180	SOUTHWEST CRESTVIEW BYPASS (PHASE V) (BRIDGE NO. 574195)
BW-1 THRU BW-4	RETAINING WALL
GB-1 THRU GB-17	GEOTECHNICAL



#### COMMISSIONERS

GRAHAM FOUNTAIN  
 CAROLYN KETCHEL  
 NATHAN BOYLES  
 TROY GOODWIN  
 KELLY WINDES

DISTRICT ONE  
 DISTRICT TWO  
 DISTRICT THREE  
 DISTRICT FOUR  
 DISTRICT FIVE

COUNTY ADMINISTRATOR  
**JOHN HOFSTAD**  
 PUBLIC WORKS DIRECTOR:  
**JASON AUTREY P.E.**

ENGINEER OF RECORD:  
**CHESTER A. SMITH III, P.E.**  
 70756

PREPARED BY:  
**HDR**  
 HDR Engineering, Inc.  
 25 West Cedar Street, Suite 200  
 Pensacola, Florida 32502  
 (850) 429-8900  
[www.hdrinc.com](http://www.hdrinc.com)

SHEET NO.	B-1
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OKALOOSA COUNTY PROJECT MANAGER: SCOTT BITTERMAN, P.E.

**GENERAL NOTES**

**DESIGN SPECIFICATIONS:**

1. FOOT STRUCTURES MANUAL DATED JANUARY 2020.
2. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (ASHO) LOAD AND RESISTANCE FACTOR (LRF) BRIDGE DESIGN SPECIFICATIONS, 8TH EDITION.
3. FOOT DESIGN MANUAL DATED JANUARY, 2020.

**GOVERNING STANDARDS AND CONSTRUCTION SPECIFICATIONS:**

FLORIDA DEPARTMENT OF TRANSPORTATION, FY2020-21 STANDARDS PLANS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND JULY 2020 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

**VERTICAL DATUM:**

NAVD 88

**DESIGN METHODOLOGY:**

1. LOAD AND RESISTANCE FACTOR DESIGN (LRFD) METHOD USING STRENGTH, SERVICE, EXTREME EVENT AND FATIGUE LIMIT STATES.
2. OPERATIONAL IMPORTANCE FACTOR  $\eta_1 = 1.0$

**STRUCTURAL ANALYSIS:**

COMPONENT PRESTRESSED BEAM SOFTWARE LEAP BRIDGE, V19.02.00.33

**DESIGN LOADINGS:**

1. LIVE LOADS: HL-93 WITH DYNAMIC LOAD ALLOWANCE
2. DEAD LOADS:

- FLORIDA-1 63 BEAM 1037 PLF
- 36" SINGLE-SLOPE TRAFFIC RAILING: 430 PLF
- 27" CONCRETE PARAPET: 225 PLF
- STAY-IN-PLACE FORMS: 20 PSF
- REINFORCED CONCRETE: 150 PCF
- CONCRETE SEPARATOR: 710 PLF
- BRIDGE FENCING (CURVED TOP): 40 PLF
- ALUMINUM PEDESTRIAN/BICYCLE BULLET RAIL: 10 PLF

FUTURE WEARING SURFACE: DESIGN DOES NOT INCLUDE AN ALLOWANCE OF 15 PSF FOR FUTURE WEARING SURFACE.

THE 8½-INCH DECK THICKNESS INCLUDES A ONE-HALF INCH SACRIFICIAL THICKNESS INCLUDED IN THE DEAD LOAD OF THE DECK SLAB BUT OMITTED FROM THE SECTION PROPERTIES USED FOR DESIGN.

**3. CONSTRUCTION LOADS:**

FINISHING MACHINE LOAD-TOTAL WEIGHT OF FINISHING W=BRIDGE WIDTH (FT) MACHINE (K/PS)

$80 < W \leq 120 \quad 16$

FINISHING MACHINE WHEEL LOCATION BEYOND THE EDGE OF DECK OVERHANG:

CONSTRUCTION LIVE LOAD:

- 6 INCHES
- 20 PSF EXTENDED OVER THE ENTIRE BRIDGE WIDTH AND 50-FEET IN LONGITUDINAL LENGTH CENTERED ON THE FINISHING MACHINE.

REMOVABLE DECK CANTILEVER TIMBER FORMS WITH OVERHANG BRACKETS:

15 PSF

LIVE LOAD AT OR NEAR THE OUTSIDE EDGE OF DECK DURING DECK CASTING:

75 PLF APPLIED AS A MOVING LOAD OVER A LENGTH OF 20 FT.

CONSTRUCTION INACTIVE DESIGN WIND SPEED:

90 MPH

VELOCITY PRESSURE EXPOSURE COEFFICIENT (Kz):

1.14

CONSTRUCTION ACTIVE DESIGN WIND SPEED:

30 MPH

**4. UTILITIES: NO ALLOWANCE FOR UTILITY LOADS HAS BEEN INCLUDED IN THE DESIGN.**

**ENVIRONMENT:**

BRIDGE NO.	SUPERSTRUCTURE	SUBSTRUCTURE
574195	SLIGHTLY AGGRESSIVE	CONCRETE: MODERATELY AGGRESSIVE (SOIL-pH < 6.0) STEEL: EXTREMELY AGGRESSIVE (SOIL-pH < 6.0)

**MATERIALS:**

**1. CONCRETE:**

CONCRETE CLASS	MINIMUM 28-DAY COMPRESSIVE STRENGTH (PSI)	LOCATION OF CONCRETE IN STRUCTURE
II	3,400	TRAFFIC RAILING
II (BRIDGE DECK)	4,500	C.I.P. SUPERSTRUCTURE & APPROACH SLABS
IV	5,500	C.I.P. SUBSTRUCTURE
V (SPECIAL)	6,000	PRESTRESSED CONCRETE PILES
VI	6,500	PRESTRESSED CONCRETE BEAMS

**2. CONCRETE COVER:**

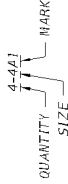
CONCRETE COVER DIMENSIONS SHOWN IN THE PLANS DO NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE SPECIFICATION SECTION 415 FOR ALLOWABLE TOLERANCES. ALL DIMENSIONS PERTAINING TO THE LOCATION OF REINFORCING STEEL ARE TO CENTERLINE OF BAR EXCEPT WHERE CLEAR DIMENSION IS NOTED TO FACE OF CONCRETE.

CAS-T-IN-PLACE SUPERSTRUCTURE (TOP OF DECK)	2 1/2" *
CAS-T-IN-PLACE SUPERSTRUCTURE (EXCEPT TOP OF DECK)	2"
PRECAST PRESTRESSED BEAMS (EXCEPT TOP SURFACE)	2"
TOP SURFACE OF BEAM TOP FLANGE	3/4"
CAS-T-IN-PLACE SUBSTRUCTURE (CAST AGAINST EARTH OR SURFACES IN CONTACT WITH WATER)	4"
CAS-T-IN-PLACE SUBSTRUCTURE (FORMED SURFACES)	3"
CAS-T-IN-PLACE SUBSTRUCTURE (TOP OF BEAM PEDESTALS)	2"

\* INCLUDES 1/8" SACRIFICIAL THICKNESS.

**3. REINFORCING STEEL:**

- A. GRADE 60 CARBON STEEL PER SPECIFICATIONS SECTION 031.
- B. TYPICAL REINFORCING BARS ARE DESIGNATED AS:



**PLAN DIMENSIONS:**

ALL DIMENSIONS IN THESE PLANS ARE MEASURED IN FEET EITHER HORIZONTALLY OR VERTICALLY UNLESS NOTED OTHERWISE.

**UTILITIES:**

FOR PLAN LOCATIONS OF EXISTING UTILITIES AND DISPOSITION OF UTILITIES, SEE THE UTILITY ADJUSTMENT SHEET(S) IN THE ROADWAY PLANS.

**BRIDGE NAME AND NUMBER:**

PLACE THE FOLLOWING BRIDGE NAME AND NUMBER ON THE TRAFFIC RAILINGS IN ACCORDANCE WITH THE TRAFFIC RAILING STANDARDS PLANS:

BRIDGE NO.	NAME
574195	SOUTHWEST CRESTVIEW BYPASS

**CONCRETE SURFACE FINISH:**

A CLASS 2 FINISH COATING SHALL BE APPLIED TO THE PORTIONS OF THE STRUCTURE SHOWN IN THE SURFACE FINISH DETAIL. SEE GENERAL NOTES (2 OF 2).

**SCREEDING DECK SLABS:**

SCREED THE RIDING SURFACE OF THE BRIDGE DECK AND APPROACH SLABS TO ACHIEVE THE FINISH GRADE ELEVATIONS SHOWN IN THE PLANS. ACCOUNT FOR THEORETICAL DEFLECTIONS DUE TO SELF WEIGHT, DECK CASTING SEQUENCE, DECK FORMING STEMS, CONSTRUCTION LOADS, OVERLAYS AND TEMPORARY SHORING, ETC. AS REQUIRED.

BRIDGE NO. 574195

GENERAL NOTES (1 OF 2)
SOUTHWEST CRESTVIEW BYPASS (PHASE V)



DESIGNED BY: JST  
CHECKED BY: JLS  
DRAWN BY: JLS  
REVISIONS BY: JLS  
DATE: 02/22/2024  
PROJECT NO.: 250101

Chester A. Smith III, P.E.  
P.E. LICENSE NUMBER 70756  
HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502

DATE	BY	DATE	DESCRIPTION



**GENERAL NOTES (CONT.)**

STAY-IN-PLACE DECK FORMS:

DESIGN INCLUDES ALLOWANCE FOR 20 PSF OVER THE PROJECTED PLAN AREA OF THE METAL FORMS FOR THE UNIT WEIGHT OF THE METAL FORMS AND THE CONCRETE REQUIRED TO FILL THE FORM FLUTES. STAY-IN-PLACE FORMS ARE NOT ALLOWED AT DECK CANTILEVERS.

JOINTS IN CONCRETE:

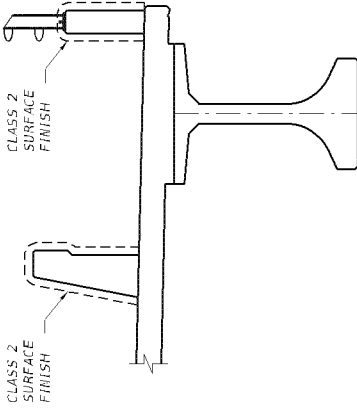
CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT THE LOCATIONS INDICATED IN THE PLANS. ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS TO THOSE SHOWN SHALL REQUIRE APPROVAL OF THE ENGINEER.

ABBREVIATIONS:

- E.F. DENOTES "EACH FACE"
- N.F. DENOTES "NEAR FACE"
- F.F. DENOTES "FAR FACE"
- B.T.W. DENOTES "BETWEEN"
- U.N.D. DENOTES "UNLESS NOTED OTHERWISE"
- INT. DENOTES "INTERMEDIATE"
- FF-BW DENOTES "FRONT FACE OF BACKWALL"
- E.J. DENOTES "EXPANSION JOINT"
- E DENOTES "EXPANSION BEARING"

PAY ITEM NOTES:

1. FOR SUMMARY OF BRIDGE PAY ITEMS, SEE ROADWAY PLANS.
2. PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL PAY ITEMS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE PAY ITEMS.
3. ALL QUANTITIES THAT ARE ASSOCIATED WITH THE INDIVIDUAL APPROACH SLABS ARE INCLUDED WITH THE BRIDGE QUANTITIES EXCEPT FOR THE ASPHALT OVERLAY QUANTITIES. THEY ARE INCLUDED WITH THE ROADWAY QUANTITIES.
4. THE COST OF ALL LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF ROOFING PAPER AND PREMOULDED EXPANSION MATERIAL SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE ADJACENT CONCRETE PAY ITEM.
5. THE COST OF DEWATERING FOR THE CONSTRUCTION OF THE FOOTINGS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR CLASS IV CONCRETE (MASS - SUBSTRUCTURE) PAY ITEM 400-4-25.
6. THE COST FOR TEMPORARY BRACING ASSEMBLIES FOR PRESTRESSED BEAMS INCLUDING INSTALLATION AND REMOVAL IS INCIDENTAL TO THE COST OF PRESTRESSED BEAMS FOR WHICH IS USED.
7. THE COST OF FURNISHING AND INSTALLATION OF ALL PVC PIPES, FITTINGS, CLEANOUTS, INSERTS AND ANY OTHER ITEM NECESSARY FOR THE BRIDGE DRAINAGE SYSTEM SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR BRIDGE DRAIN PIPE.
8. THE COST OF RUBBLE RIPRAP TO BE INSTALLED AT PIER 12 SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR 530-3-4 RIPRAP RUBBLE (DITCH LINING).
9. THE COST OF #4 SCURPERS SHALL BE INCIDENTAL TO THE COST OF THE SUPERSTRUCTURE DECK SLAB CONCRETE.
10. THE COST OF ALL LABOR AND MATERIALS REQUIRED FOR THE INSTALLATION OF CONCRETE GUTTER AND TWO-PHASE CONSTRUCTION SHALL BE INCIDENTAL TO THE COST OF PERMANENT RETAINING WALL SYSTEM.



SURFACE FINISH DETAIL

**GENERAL NOTES (CONT.)**

11. THE COST OF SHORING, NON-CRITICAL TEMPORARY WALLS, AND OTHER CONSTRUCTION ACTIVITIES THAT REQUIRE TEMPORARY SUPPORTS SHALL BE INCIDENTAL TO THE ITEM FOR WHICH IT IS USED.

**RAILROAD PROTECTION NOTES:**

RAILROAD CLEARANCE:

VERTICAL CLEARANCE SHALL BE MAINTAINED ABOVE HIGH POINT OF RAIL WITHIN THE CONFINES OF THE STRUCTURE. HORIZONTAL CLEARANCE SHALL BE MAINTAINED WITH RESPECT TO CENTERLINE OF RESPECTIVE TRACKS.

RAILROAD CRANE SAFETY NOTES:

NO CRANE OR BOOM EQUIPMENT SHALL BE ALLOWED TO SET UP TO WORK OR PARK WITHIN BOOM DISTANCE PLUS 15 FEET OF THE CENTERLINE OF TRACK WITHOUT SPECIFIC PERMISSION FROM THE RAILROAD. NO CRANE OR BOOM EQUIPMENT SHALL BE ALLOWED TO FOUL THE TRACK, WORK WITHIN THE FOUL ZONE, OR LIFT A LOAD OVER THE TRACK WITHOUT FLAGGING PROTECTION AND PERMISSION FOR TRACK TIME FROM THE RAILROAD.

ALL WORKMEN AND MACHINE OPERATIONS SHALL STAY WITH THEIR MACHINES WHEN CRANE OR BOOM EQUIPMENT IS POINTED TOWARD THE TRACK. ALL CRANES AND BOOM EQUIPMENT SHALL STOP WORK AND CLEAR TRACK WHILE TRAIN IS PASSING. SWINGING LOADS SHALL BE SECURED TO PREVENT MOVEMENT WHILE TRAIN IS PASSING AND NO LOADS SHALL BE SUSPENDED ABOVE A MOVING TRAIN. ALL CRANES AND BOOM EQUIPMENT SHALL BE TURNED AWAY FROM THE TRACK AFTER EACH WORKDAY OR WHENEVER UNATTENDED BY AN OPERATOR.

RAILROAD WORKER PROTECTION AND SAFETY NOTES:

ALL CONTRACTOR EMPLOYEES WHO WILL WORK ON THE RAILROAD RIGHT-OF-WAY MUST BE TRAINED IN THE RAILROAD'S ROADWAY WORKER PROTECTION RULES PRIOR TO THE START OF WORK. ALL CONTRACTOR EMPLOYEES WHO WORK ON THE RAILROAD RIGHT-OF-WAY MUST BE EQUIPPED WITH PROPER PERSONAL PROTECTIVE EQUIPMENT (PPE) CONFORMING TO THE RAILROAD'S REQUIREMENTS FOR ROADWAY WORKER PROTECTION. EQUIPMENT MUST BE APPROVED BY THE RAILROAD'S REPRESENTATIVE.

**RAILROAD PROTECTION NOTES (CONT.)**

THE CONTRACTOR WILL CONDUCT DAILY SAFETY BRIEFINGS AND UPDATE MEETINGS AS THE WORK CHANGES THROUGHOUT THE DAY.

NO VEHICLES OR EQUIPMENT SHALL BE ALLOWED TO SET UP TO WORK OR PARK WITHIN 30 FEET OF THE CENTERLINE OF TRACK WITHOUT SPECIFIC PERMISSION FROM THE RAILROAD. NO CONTRACTOR EQUIPMENT SHALL BE ALLOWED TO FOUL THE TRACK OR WORK WITHIN THE FOUL ZONE WITHOUT FLAGGING PROTECTION AND PERMISSION FOR TRACK TIME FROM THE RAILROAD.

RAILROAD OVERPASS SAFETY NOTES:

SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY OF THE WORK SITE AND ITS WORKERS, AND SHALL HAVE A RESPONSIBLE EMPLOYEE IN CHARGE ON SITE AT ALL TIME DURING CONSTRUCTION.

ALL CONTRACTOR EMPLOYEES WHO WILL WORK ON THE RAILROAD RIGHT-OF-WAY MUST BE TRAINED IN THE RAILROAD'S ROADWAY WORKER PROTECTION RULES PRIOR TO THE START OF WORK.

SHORING. THE RAILROAD'S ENGINEER WILL REVIEW PLANS FOR EXCAVATION FOR BRIDGE PIERS THAT MAY AFFECT THE STABILITY OF THE RAILROAD'S ROADBED. ANY PLANS FOR SHORING WILL BE SUBMITTED TO THE RAILROAD'S ENGINEER FOR APPROVAL PRIOR TO THE START OF WORK.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE STABILITY OF THE RAILROAD ROADBED THROUGHOUT CONSTRUCTION OF THE PIERS FOR THE PROPOSED ROAD OVERPASS.

WORKING OVER THE RAILROAD WITHIN THE FOUL ZONE. THE CONTRACTOR WILL COORDINATE ITS WORK WITHIN THE LIMITS OF THE RAILROAD RIGHT-OF-WAY WITH THE RAILROAD TO ENSURE THAT THERE IS A FLAGMAN AVAILABLE AT TIMES WHEN THERE IS A DANGER OF MATERIAL FALLING WITHIN THE FOUL ZONE, OR EQUIPMENT WORKING WITHIN THE RAILROAD MAIN LINE FOUL ZONE.

THE CONTRACTOR SHALL DAILY CONTACT THE RAILROAD'S OPERATOR OR AUTHORIZED REPRESENTATIVE TO COORDINATE WORK WITHIN THE RAILROAD'S RIGHT-OF-WAY.

THE CONTRACTOR SHALL CONDUCT WORK SO AS TO PROTECT THE RAILROAD'S TRACKS AND PROPERTIES FROM ANY DAMAGE. THE WORK SHALL BE DONE IN ACCORDANCE WITH REGULATIONS STIPULATED BY THE RAILROAD, SO AS TO MAINTAIN CLEARANCE AND NOT INTERRUPT TRAIN TRAFFIC IN ANY MANNER.

THE CONTRACTOR SHALL SUBMIT A DETAILED AND COMPREHENSIVE PLAN AND PROCEDURE FOR REVIEW AND APPROVAL BY THE RAILROAD FOR THE FOLLOWING TASKS WITHIN THE RAILROAD'S RIGHT-OF-WAY:

- A. BRIDGE PIER FOUNDATION EXCAVATION INCLUDING SHEETING AND SHORING.
- B. BEAM ERECTION FOR BRIDGE SUPERSTRUCTURE.
- C. PAINT AND/OR TEXTURE COAT PREPARATION AND APPLICATION TO BRIDGE SUBSTRUCTURE AND SUPERSTRUCTURE.

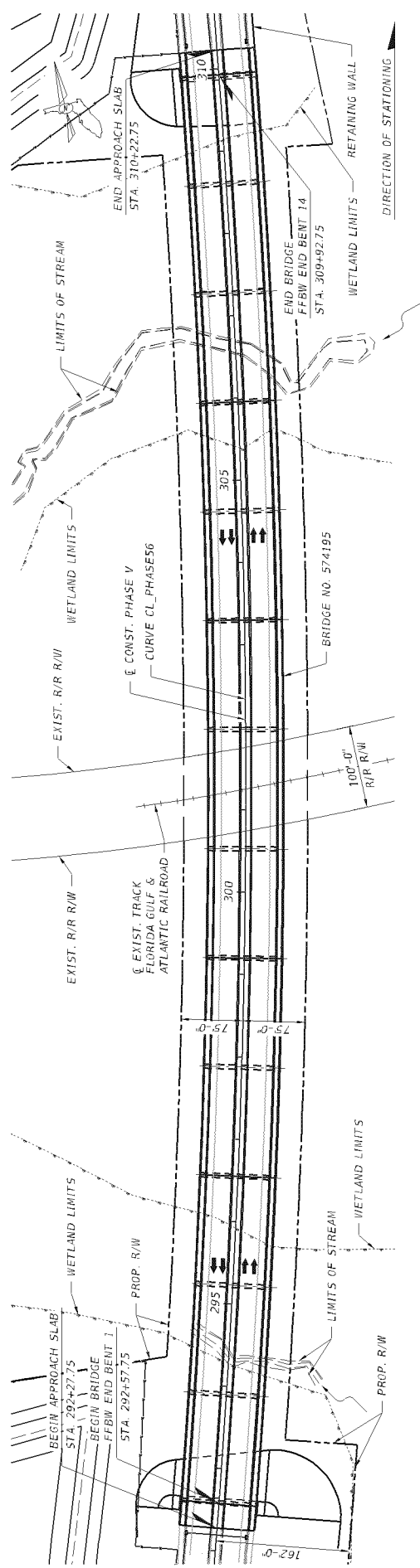
NO SCAFFOLDING OR TEMPORARY FRAMEWORK, FALSEWORK, OR OTHER MEANS OF SUPPORTING THE CONSTRUCTION OF THE BRIDGE SUBSTRUCTURE AND SUPERSTRUCTURE WILL BE ALLOWED THAT INFRINGE ON THE RAILROAD'S CONSTRUCTION CLEARANCES WITHOUT THE PRESENCE AND PERMISSION OF THE RAILROAD'S AUTHORIZED REPRESENTATIVE, AND IF SO AUTHORIZED, IT MAY NEVER BE DONE WITHOUT THE PRESENCE AND FINAL PERMISSION OF THE RAILROAD'S AUTHORIZED FLAGGER.

IT IS ANTICIPATED THAT FULL TIME RAILROAD FLAGGING SERVICES WILL BE REQUIRED FOR ALL ASPECTS OF THE BRIDGE CONSTRUCTION OPERATIONS IN THE ROAD SPANS DIRECTLY OVER THE RAILROAD'S TRACK. FLAGGING REQUIREMENTS FOR ANY OTHER AREAS OF THE BRIDGE CONSTRUCTION WILL ALWAYS BE AT THE DISCRETION OF THE RAILROAD.

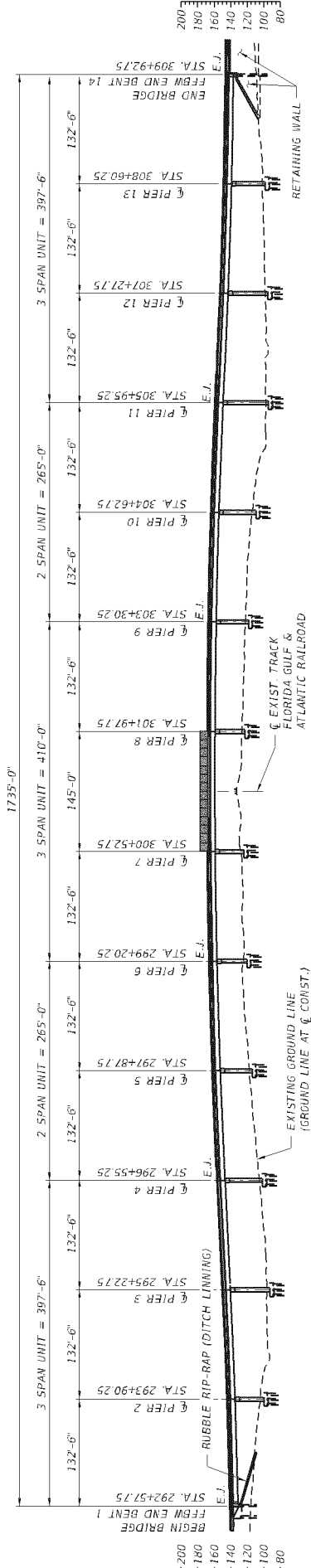
BRIDGE NO. 574195

DRAWING: JST		SHEET NO. 18	
CHECKED: JCS		GENERAL NOTES (2 OF 2)	
DESIGNED: DRB		SOUTHWEST CRESTVIEW BYPASS (PHASE V)	
DRAWN: DRB		OKALOOSA COUNTY	
CHECKED: JCS			
Chester A. Smith III, P.E. P.E. LICENSE NUMBER 70756 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502		SHEET NO. 18 SHEETS: 8-5	

DATE	BY	DESCRIPTION	REVISIONS



PLAN



ELEVATION

BRIDGE NO. 574195

DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

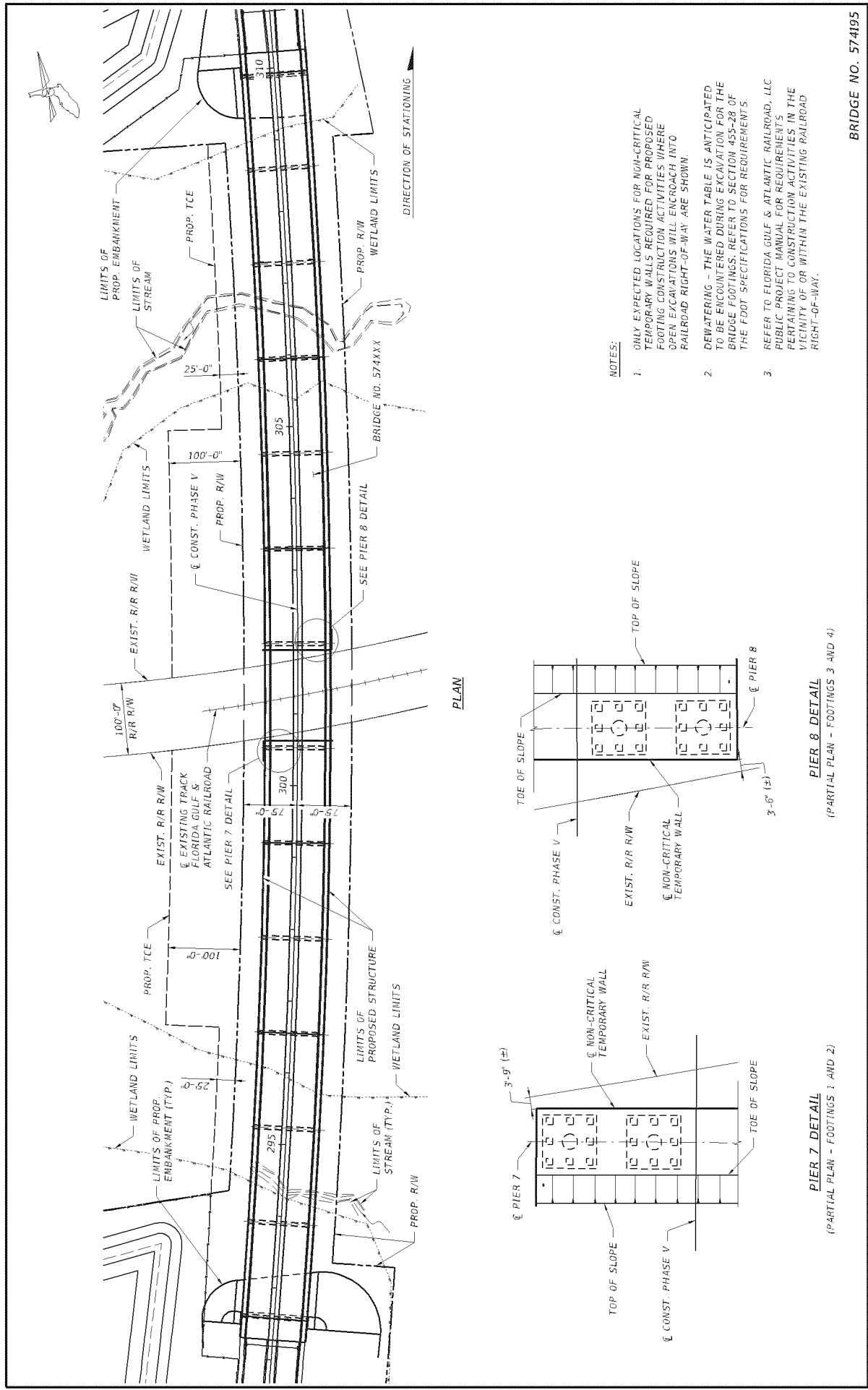
  

DRAWING: JLF CHECKED: JCS REMARKS: C/S PREPARED BY: SH		SHEET NO. 02 PROJECT NAME: SOUTHWEST CRESTVIEW BYPASS (PHASE V) DATE: 02/20/20 TIME: 11:58:17 AM PLOT: 03/01/21
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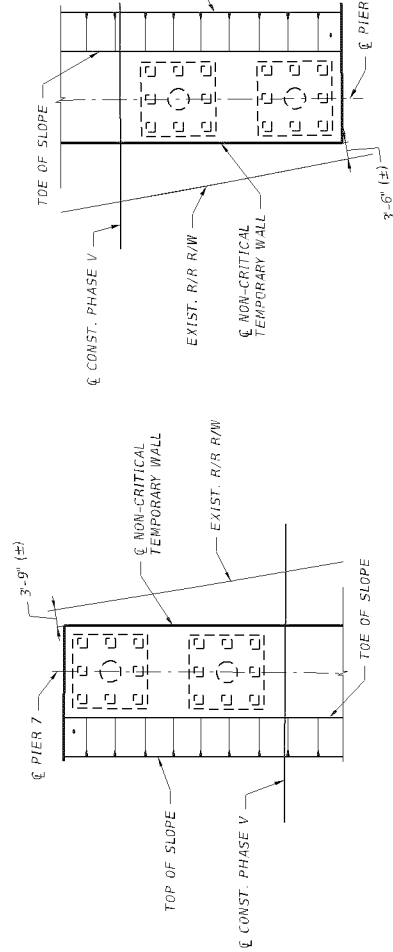
  

CHESTER A. SMITH III, P.E. P.E. LICENSE NUMBER 70756 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502	KEY PLAN AND ELEVATION
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**PLAN**



**PIER 7 DETAIL**  
(PARTIAL PLAN - FOOTINGS 1 AND 2)

**PIER 8 DETAIL**  
(PARTIAL PLAN - FOOTINGS 3 AND 4)

**NOTES:**

1. ONLY EXPECTED LOCATIONS FOR NON-CRITICAL TEMPORARY WALLS REQUIRED FOR PROPOSED FOOTING CONSTRUCTION ACTIVITIES WHERE OPEN EXCAVATIONS WILL ENDOACH INTO RAILROAD RIGHT-OF-WAY ARE SHOWN.
2. DEWATERING - THE WATER TABLE IS ANTICIPATED TO BE ENCOUNTERED DURING EXCAVATION FOR THE BRIDGE FOOTINGS. REFER TO SECTION 455-28 OF THE FOOT SPECIFICATIONS FOR REQUIREMENTS.
3. REFER TO FLORIDA GULF & ATLANTIC RAILROAD, LLC PUBLIC PROJECT MANUAL FOR REQUIREMENTS PERTAINING TO CONSTRUCTION ACTIVITIES IN THE VICINITY OF OR WITHIN THE EXISTING RAILROAD RIGHT-OF-WAY.

DATE		BY		DATE		BY		DATE		BY		DATE		BY	
DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION		DESCRIPTION	
CHESTER A. SMITH III, P.E. P.E. LICENSE NUMBER 70756 HDR ENGINEERING, INC. 25 West Cedar Street, Suite 200 Pensacola, FL 32502															
DRAWING: JLF CHECKED: JCS DESIGNED: JCS REMARKS: C/A S PREPARED BY: SM															
OKALOOSA COUNTY 															
CONSTRUCTION SEQUENCE SOUTHWEST CRESTVIEW BYPASS (PHASE V)															
BRIDGE NO. 574195 SHEET NO. 81-G															

END OF DOCUMENT 00810 – SPECIAL CONDITIONS

DOCUMENT 01010 – SUMMARY OF WORK
----------------------------------

**PART 1 - GENERAL**

## 1.01 Work Covered by the Contract Documents

- A. The project intent is the construction of approximately 3.1 miles of new four-lane rural roadway from the north end of a future interchange north of I-10 to the intersection of US 90 and Old Bethel Road (Phase V). Additionally, a new 2.2 mile two-lane roadway will be included with both rural and urban typical sections (East-West Connector). The project also includes a 1,735' four lane urban bridge over the Florida Gulf and Atlantic Railroad.
- B. The WORK covered by the CONTRACT Documents include construction of a 3.1 mile new four-lane roadway, with drainage structures and storm water management facilities, from a proposed interchange northern terminus, to the existing intersection of US 90 and Old Bethel Road (Phase V). Additionally, a 2.2 mile two-lane roadway known as the East-West Connector built in two sections. The first section extends from the existing Antioch Road and Arena Road intersection to the southern terminus of Phase V, and the second section extends from Phase V to the western terminus of the existing Physician's Way. The project also includes a 1,735' four lane urban bridge, 12 new stormwater ponds, one stormwater pond modification, and two signalized intersections.

## 1.02 Work Sequence

- A. The work sequence will be determined by the CONTRACTOR.

## 1.03 Other

- A. CONTRACTOR shall assume full responsibility for safety at the work site for all workers and visitors.
- B. The CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required in the care and maintenance of all OWNER and public utilities within the construction limits.

**PART 2 - PRODUCTS OMITTED****PART 3 - EXECUTION OMITTED**

END OF DOCUMENT 01010 – SUMMARY OF WORK

DOCUMENT 01500 – TEMPORARY FACILITIES
---------------------------------------

**PART 1 – GENERAL**

## 1.01 Temporary Storage and Office

- A. The CONTRACTOR shall provide for his own use at project site, such storage and office space as deemed necessary.
- B. Provide Construction barriers and /or barricades, locations will be coordinated with the OWNER's Representative on the site, before installation.
- C. Trailers and sheds as necessary shall be located with-in the construction barriers, and only with the ENGINEER's and OWNER's approval.

## 1.02 Use Charges

- A. Usage charges for temporary services of facilities are not chargeable to the Owner or the ENGINEER.

## 1.03 Regulations

- A. Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation of temporary services and facilities.

## 1.04 Standards

- A. Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-AIO Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".

## 1.05 Inspections

- A. Inspect and test each service before placing temporary utilities in use. Arrange for inspections and tests by governing authorities, and obtain certifications and permits for use.

## 1.06 Submittals

- A. Submit copies of reports and permits required or necessary for the installation and operation; including any reports of tests, inspections and / or permits necessary for installation, use and operation of the temporary facilities.

## 1.07 Temporary Services

- A. Toilet Facilities
  - 1. The CONTRACTOR shall provide temporary, on-site toilet facilities for the duration of construction. Cleaning shall conducted in accordance with 2.07.
- B. General Utilities
  - 1. Water: The CONTRACTOR shall pay and provide for water needed for the Project during Construction.
  - 2. Power: The CONTRACTOR shall pay for electricity used for the Project during the Construction. CONTRACTOR shall coordinate with Gulf Power for connection.
    - a. Comply with applicable requirements of NEMA, NECA and UL standards and governing regulations. Install temporary lighting of adequate illumination levels to perform the WORK specified as needed.
    - b. Comply with NECA pertaining to installation of temporary wiring service and grounding. Provide transformers, and over current protective devices at main distribution panel for power and light circuitry.
    - c. Provide disconnects for equipment circuits.

## 1.08 Protection of Occupants

- 
- A. Provide all warning signs, temporary fencing, barricades, supports, partitions, etc. as required to provide protection to the occupants, and to exclude unauthorized persons from the WORK areas.
    - 1. Comply with recognized standards and code requirements for erection of barricades where needed to prevent accidents. Paint with appropriate colors and warning signs to inform personnel at the site and the public of the hazard being protected against. Provide lighting where needed, including flashing red lights where appropriate.
- 1.09 Lifting Devices and Hoisting
- A. Provide cranes, hoists, towers and other lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with proper guys, bracing and other safety devices as required by Local or State codes.
  - B. Remove towers and hoisting equipment when they are no longer needed, or as directed by the Architect.
- 1.10 First Aid Supplies
- A. Comply with governing regulations and recognized recommendations within the construction industry.
- 1.11 Rodent and Pest Control
- A. The CONTRACTOR shall retain a local exterminator and/or pest control company to perform extermination and control procedures at regular intervals so that the project will be relatively free of pests and their residues at all times during the construction project.
  - B. Any pest control operations will be done in a lawful manner using environmentally safe materials.
- 1.12 Collection and Disposal of Waste
- A. Establish a system for collection and disposal of waste materials. Enforce requirements strictly. Do not hold collected materials longer than seven (7) days during normal weather or three (3) days when the daily temperature is expected to rise above 80 degrees F. (27 degrees C).
  - B. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other waste by containerizing.
  - C. Dispose of all waste material in a lawful manner.
- 1.13 Site Drainage
- A. Utilize the existing facilities for temporary drainage where feasible.
  - B. Maintain the existing site, existing building and construction areas free of water.
  - C. Dispose of rainwater in a lawful manner which will not result in flooding in project, nor endanger either existing or new WORK or temporary facilities.
  - D. Take necessary measures to prevent erosion.
- 1.14 Environmental Protection
- A. Conduct all construction activities, by means and methods that comply with any and all environmental regulations, to minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of WORK at the site.
- 1.15 General Protection
- A. Provide protection from damage, dust, etc. to all items in vicinity of the CONTRACT WORK including, but not limited to, existing building surfaces, finishes, items of equipment, utilities, etc. The CONTRACTOR will repair any new damage caused and / or created due to this construction project, to Owner's satisfaction at no additional cost to Owner. (Non-Construction related damage would be exempt from this clause)
-



**PART 2 – PRODUCTS OMITTED****PART 3 - EXECUTION**

## 3.01 General Operations

- A. Supervision: Limit the availability of temporary services and facilities to essential and intended uses to minimize waste and abuse.
  - 1. Do not permit temporary installation to be abused or endangered.
- B. Maintenance: Operate and maintain temporary services and facilities in good operating condition and in a safe and efficient manner until removal is authorized.
  - 1. Do not overload services or facilities.
  - 2. Protect from damage by freezing temperatures and/or similar elements.
  - 3. Do not allow unsanitary and/or hazardous conditions to develop or persist on site.
- C. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and avoid the possibility of damage to the WORK or to temporary facilities.

## 3.02 General Removal

- A. Remove each temporary service and facility promptly when need has ended, or when it is replaced by use of a permanent facility, but no later than Substantial Completion.
- B. Complete or, if necessary, restore permanent WORK delayed because of interference with the temporary service or facility.
- C. Repair all damaged WORK, clean exposed surfaces and replace any WORK which cannot be repaired.
- D. Clean and renovate any permanent services and/or facilities that may have been used to provide a temporary service and/or facilities during the construction period.

END OF DOCUMENT 01500 – TEMPORARY FACILITIES

DOCUMENT 01700 – PROJECT CLOSE-OUT
------------------------------------

**PART 1 - GENERAL**

## 1.01 Related Documents

- A. Drawings and general provisions of Contract, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

## 1.02 Description of Requirements

- A. Definitions: Close-out is hereby defined to include general requirements near end of the Contract Time, in preparation for final acceptance, final payment and normal termination of contract.
- B. Specific requirements for individual units of WORK are specified in sections of Division 0 through 16. Time of close-out is directly related to the "Substantial Completion", and must be a single time period for entire WORK.

## 1.03 Prerequisites to Substantial Completion

- A. General: Prior to requesting the ENGINEER's inspection for certification of Substantial Completion, complete the following and list any known exceptions (if any) in request.
  - 1. The in progress payment request will coincident with or first following date claimed, show either 100% completion for portion of WORK claimed as "Substantially Complete", or list incomplete items, value of incompleteness, and reasons for the items being incomplete.
  - 2. Include any supporting documentation required for completion as indicated in these Contract Documents.
  - 3. Submit statement showing accounting of any changes to the Contract Sum.
  - 4. Contractor shall notify and advise the OWNER of any pending insurance change over requirements.
  - 5. Submit specific warranties, workmanship / maintenance bonds, maintenance agreements, final certifications and similar documents.
  - 6. Obtain and submit releases enabling OWNER's full and unrestricted use of the WORK and access to services and utilities, including, where required, Occupancy Permits, operating certificates, and similar releases.
  - 7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.
  - 8. Complete the start-up testing of the systems, and deliver the instructions of the operating systems to the OWNER and / or maintenance personnel. Discontinue (or change over) and remove from project site all temporary facilities and services, along with any construction tools and facilities, mock-ups, and similar elements.
  - 9. Complete the final cleaning up requirements, including the touch-up of any marred surfaces as required.
  - 10. Touch-up and otherwise repair and restore marred exposed finishes.

## 1.04 Inspection Procedures

- A. Upon the receipt of the Contractor's request. The Engineer of Record will either proceed with the inspection or advise the Contractor of any prerequisites not fulfilled.
- B. Following the initial inspection the Engineer of Record will either prepare a Certificate of Substantial Completion, or advise the Contractor of WORK that must be performed prior to the issuance of the certificate; and repeat the inspection when requested and assured that WORK has been substantially completed.
- C. The Contractor shall prepare a type written "punch-list" of items to be completed and attach it to the Substantial Completion Form. Results of the completed inspection will form initial "punch-list" for the final acceptance.

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**1.05 Prerequisites to Final Acceptance**

- A. General: Prior to requesting the ENGINEER's final construction review for certification of final acceptance and final payment, as required by General Conditions, complete the following and list any known exceptions (if any) in request:
  - 1. Submit final payment request with final releases and supporting documentation not previously submitted and/or accepted. Include certificates of insurance for products and completed operations where required.
  - 2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
  - 3. Submit a certified copy of ENGINEER's "final punch-list" of itemized WORK to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the ENGINEER.
  - 4. Submit Consent of Surety.
  - 5. Submit Certified and Notarized Lien Release stating that all parties have been or will be paid (showing amounts).
  - 6. Submit final liquidated damages settlement statement, acceptable to OWNER.
  - 7. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Review Procedure: Upon receipt of Contractor's notice that WORK has been completed, including punch-list items resulting from earlier construction reviews, and excepting incomplete items delayed because of acceptable circumstances. The ENGINEER will re-inspect the WORK.
- C. Upon completion of review, the ENGINEER will either prepare the Certificate of Final Acceptance or advise the Contractor of WORK not completed or of obligations not fulfilled as required for final acceptance.
- D. If necessary, procedure will be repeated.

**1.06 Equipment Close-out**

- A. General Operating / Maintenance Instructions: Arrange for each installer of the WORK that requires a continuing maintenance or operation, to meet with OWNER's personnel, at the project site, to provide basic instructions needed for the proper operation and any type of equipment maintenance.
  - 1. Include instructions by manufacturer's representatives where installers are not experts in the required procedures.
  - 2. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities.
  - 3. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy /efficiency adjustments, and similar operations.
  - 4. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments

**1.07 Final Cleaning**

- A. For any special cleaning requirements for the specific units of WORK, would be specified in individual sections, of Divisions 2 through 16.
- B. General cleaning during the progress of WORK is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division.
- C. Provide final cleaning of the WORK, at time indicated, consisting of cleaning each surface or unit of WORK to normal "clean" condition as expected for a first-class building cleaning and maintenance program.
- D. Comply with the manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
  - 1. Remove labels which are not required as permanent labels.

2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing any substances which are noticeable as a vision obscuring material. Replace broken glass and all damaged transparent materials.
  3. Clean all exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to the original reflective condition.
  4. Wipe surfaces of mechanical and electrical equipment clean; remove any excess lubrication and other substances.
  5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, attics and similar spaces.
  6. Clean all light fixtures and lamps so as to function with full efficiency.
  7. Clean the project site (within limits of construction), including landscape areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits.
- E. Removal of Protection: Except as otherwise indicated or requested by the ENGINEER and / or OWNER. Remove all temporary protection devices and facilities.
- F. Comply with safety standards and governing regulations for the cleaning operations. Do not burn waste materials at site, or bury any debris or excess materials on the OWNER's property, or discharge volatile or other harmful or dangerous materials into the drainage systems. Remove all waste materials from site and dispose of in a lawful manner.
- G. When extra materials are remaining after the completion of associated WORK, which have become the OWNER's property, dispose of these to OWNER's best advantage as directed.

END OF DOCUMENT 01700 – PROJECT CLOSE-OUT

DOCUMENT 01750 – RECORD DOCUMENTS
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**PART 1 – GENERAL**

## 1.01 Related Documents

- A. Drawings and general provisions of CONTRACT, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

## 1.02 Summary

- A. Section includes administrative and procedural requirements for the record set of documents, including the following:
  - 1. Record Set of Drawings.
  - 2. Record Set of Specifications.
- B. Related Sections:
  - 1. Section 01700 - Project Close-Out.

## 1.03 Record Document Submittal

- A. Submit the following copies of the Record Documents during or prior to the Project Close-out:
  - 1. Provide one complete full size color copies, of the "marked-up" record set of drawings.
  - 2. Provide one complete "marked-up" record set of specifications.
- B. Copies are to be distributed, one of each type to the OWNER.

## 1.04 Use and Storage

- A. Store the Record Documents in the field office apart from the documents used for the construction. Do not use the Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition. Make all documents and samples available at all times for the OWNER, ENGINEERs and / or Building Inspectors as needed.
- B. Each CONTRACTOR is responsible for obtaining, recording, and maintaining the Record Documents information for its own WORK. The CONTRACTOR is responsible for coordinating the information, where information from more than one CONTRACTOR is to be integrated with the information from other CONTRACTORS to form one combined record.

## 1.05 Record Drawings

- A. Mark the Record Drawings to show the actual installation where the locations vary from the installation locations shown originally. Give particular attention to information on the concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
  - 1. Measured horizontal and vertical locations of underground utilities and other appurtenances, referenced to permanent surface improvements.
  - 2. Locations of concealed internal utilities and appurtenances.
  - 3. Actual equipment locations.
  - 4. Revisions to routing of piping and conduits.
  - 5. Duct size and routing.
  - 6. Depths of foundations below the first floor.
  - 7. Revisions to electrical circuitry.
  - 8. Dimensional changes to the Drawings.
  - 9. Revisions to details on the Drawings.
  - 10. Details not on the original CONTRACT Drawings.
  - 11. Changes made following the OWNER's written orders.
  - 12. Changes made by Addendum, Change Orders, Requests for Information (RFIs), or ENGINEER's Supplemental Instructions (ASIs).

- B. Mark the Record Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in the production of the marked-up Record Documents.

#### 1.06 Record Specifications

- A. Mark the Record Specifications to show Addendums, Change Orders, Requests for Information (RFIs), or ENGINEER's Supplemental Instructions (ASIs).
- B. Indicate on the Record Specifications the actual product that was installed where the installation varies from the Specifications, addenda and CONTRACT modifications.
  - 1. Give particular attention to information on concealed products and the installations that cannot be readily identified and recorded later.
  - 2. Mark the Record copy with the propriety name and model number of products, materials and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, installer and other necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether the record Product Data has been submitted in the operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders and turnover drawings where applicable.

### **PART 2 – PRODUCT OMITTED**

### **PART 3 – EXECUTION**

#### 3.01 Preparation

- A. Daily mark the Record Documents to show the actual conditions where the installation varies from that shown originally. Require the individual or entity who obtained the record data, whether that individual or entity is the Installer, Sub-contractor or similar entity to provide the information for the preparation of the corresponding marked-up Record Set of Drawings.
  - 1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - 2. Accurately record information in an acceptable drawing technique.
  - 3. Record data as soon as possible after obtaining it.
  - 4. Record and check the mark-up before enclosing the concealed installations.
  - 5. Record the changes and modifications as they occur. Do not wait until the end of the Project.

#### 3.02 Recording

- A. During construction, maintain an extra set of the CONTRACT Documents specifically for the purpose of creating the Record Documents. Keep them separate from the set used for construction.
  - 1. Stamp each sheet of the Record Drawings and the cover of the Record Specifications in the lower right-hand corner with a reasonably large ink stamp to read "Record Set".
  - 2. Mark Record Set Documents with a red pencil or pen. Use other colors to distinguish between changes for different categories of the WORK at the same location or for clarity. (All marks shall be photo reproducible.)
  - 3. Mark the record documents completely and accurately.
  - 4. Indicate any additional important information that was either shown schematically or omitted from the CONTRACT Documents.
  - 5. Mark the Record Documents to indicate actual WORK done that deviates from the CONTRACT Documents.
- B. Maintain the Record Documents in good order and in a clean, dry, legible condition.
- C. Make all Record Documents and samples available at all times for the OWNER, ENGINEERS and / or Building Inspectors as needed.
- D. After completing the preparation of the Record Documents, prepare the drawings and specifications for distribution.

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- E. Submit the Record Documents, whether or not any changes and / or additional information was recorded.

END OF DOCUMENT 01750 – RECORD DOCUMENTS

## ADDENDUM NO. 1

TO: ALL BIDDERS  
PROJECT: ITB PW 65-20 SOUTHWEST CRESTVIEW BYPASS (PHASE V AND EAST-WEST CONNECTOR)  
BID TIME AND DATE: 3:00 PM LOCAL TIME, SEPTEMBER 09, 2020 (NO CHANGE)

August 25, 2020

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

### ITEM NO. 1 – DOCUMENT 00410 - BID FORM WITH ATTACHMENTS

This document has been revised. Replace old Document 00410 – Bid Form with Attachments (40 pages) with new Document 00410 – Bid Form with Attachments (40 pages) labeled Addendum No. 1

### ITEM NO. 2 – QUESTIONS ASKED DURING BIDDING PROCESS

**Question 1:** *“What is your budget?”*

**Answer 1:** Between \$50M and \$75M

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**Question 2:** *“Can you provide CADD files for takeoff purposes?”*

**Answer 2:** No, CADD files will not be made available during the bid process. CADD files will be made available to the successful bidder at time of award.

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**Question 3:** *Reference to Sheet 198 of 519, Phase V Roadway Plans – “On the typical section for the Geosynthetic Reinforced Soil Slope an allowable geogrid strength of 1,500 lb/ft is provided. This would appear to apply to the primary geogrid reinforcement layers shown in the table on that sheet. Since the intermediate geogrid reinforcement is to be rolled out parallel to the slope face, does this same strength requirement also apply to those layers as well? If not, what would be the strength requirement for the intermediate geogrid layers?”*

**Answer 3:** The strength requirement for the secondary reinforcement is the same as that for the primary reinforcement.

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**Question 4:** *“Please provide the daily train count and whether trains are freight or passenger?”*



**Answer 4:** According to the Railroad's representative, there are about four (4) freight trains a day but subject to change based on customer needs. No passenger trains use this railroad.

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**Question 5:** "What is the duration of the warranty (Ref General Conditions Section 00700 (page 37), Article 7.17?"

**Answer 5:** Attention is directed to General Conditions Section 00700 (page 58), Article 15.08, "Correction Period" as it is closely aligned with warranty. Exceptions to this would be manufacturer's warranties that exceed the minimum time of one year will run for their duration and further, any required warranty specified by the FDOT standard for that component or pay item will supersede the "correction period" required by the general conditions.

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### ITEM NO. 3 – DOCUMENT 00100 ARTICLE 20 – AWARD OF CONTRACT

Article 20 is amended to provide the estimated schedule for award of contract.

- September 9<sup>th</sup> Receive Bids
- September 9<sup>th</sup> – 14<sup>th</sup> Evaluate Bids
- September 14<sup>th</sup> – 29<sup>th</sup> Seek concurrence to award from funding agency
- October 2<sup>nd</sup> – Issue Intent to Award (challenge period begins in accordance with BCC policy)
- October 8<sup>th</sup> – Issue Notice of Award
- October 8<sup>th</sup> – 22<sup>nd</sup> – Prepare Contract and Contractor Execute
- October 26<sup>th</sup> – November 9<sup>th</sup> – Funding agency reviews Contractor executed agreement
- December 15<sup>th</sup> – BCC to award contract
- December 16<sup>th</sup> – June 14, 2021 Await all approvals to initiate construction and issue Notice-to-Proceed to contractor.
- June 15, 2021 – If project is not cleared for construction by all agencies having jurisdiction, Contract terminates for convenience at no expense to either party unless Owner and Contractor mutually agree to an extension. (See Section 00100 Article 26 and Section 00800 Article 4)

### ITEM NO. 4 – PRE-BID MEETING MINUTES

Meeting minutes were taken during the Pre-Bid Meeting. A record of those minutes is attached to this addendum and consist of 11 pages. The recording can be found at the following link: <https://www.youtube.com/watch?v=TEJh5tlpYhw>

A reference was made to a Google Earth .kmz file during the meeting. It can be found at Okaloosa County's Purchasing website under Current Solicitations and Public Notices (ITB PW 65-20).

### ITEM NO. 5 – Revised Drawings

The plans are revised to include the following revised drawings:

Southwest Crestview Bypass (Phase V Roadway Plans): Sheet No. 3, Sheet No. SQ-8, Sheet No. SQ-19, and Sheet No. SQ-29.

Southwest Crestview Bypass (East-West Connector Roadway Plans: Sheet No. 3, Sheet No. SQ-7, Sheet No. SQ-17, and Sheet No. SQ-22.

ITEM NO. 6 – PRE-BID ATTENDANCE RECORD

A copy of the Pre-Bid Attendance Record is attached.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey  
Roy Petrey, P.E.  
Project Manager

Attachments Document 00410 – Bid Form with Attachments (40 pages)  
Pre-Bid Meeting Minutes (11 pages)  
Southwest Crestview Bypass (Phase V Roadway Plans): Sheet No. 3, Sheet No. SQ-8, Sheet No. SQ-19, and Sheet No. SQ-29.  
Southwest Crestview Bypass (East-West Connector Roadway Plans: Sheet No. 3, Sheet No. SQ-7, Sheet No. SQ-17, and Sheet No. SQ-22.  
Pre-Bid Attendance

## DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to: **Okaloosa County, a political subdivision of the State of Florida.**
- 1.02 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 BIDDER accepts all of the terms and conditions of the Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

- 3.01 In submitting this Bid, BIDDER represents that:
- A. BIDDER has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the Addenda as defined in Attachment “A”.
  - B. BIDDER has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. BIDDER is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. BIDDER has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. BIDDER has considered the information known to BIDDER itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER; and (3) BIDDER’s safety precautions and programs.
  - F. BIDDER agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER’S CERTIFICATION

##### 4.01 BIDDER certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
- C. BIDDER has not solicited or induced any individual or entity to refrain from bidding; and
- D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Bid Tabulation for Southwest Crestview Bypass (Phase V)</b>						
<b>Item No.</b>	<b>Pay Item Number</b>	<b>Description</b>	<b>Unit Meas</b>	<b>Plan Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
<b>Roadway (Phase V)</b>						
1	101 1	MOBILIZATION	LS	1	\$	\$
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	0102 2 1	SPECIAL DETOUR 1 TEMP. PAVEMENT	LS	1	\$	\$
4	0102 2 2	SPECIAL DETOUR 2 TEMP. PAVEMENT	LS	1	\$	\$
5	102-2-300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS	1	\$	\$
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	35.3	\$	\$
7	0102 60	WORK ZONE SIGN	ED	38462	\$	\$
8	0102 74 1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	16980	\$	\$
9	0102 76	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	658	\$	\$
10	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	786	\$	\$
11	0102 104	TEMPORARY SIGNALIZATION AND MAINT, INTER	ED	730	\$	\$
12	0102 107 1	TEMP TRAFFIC DETECTION & MAINTEN, INTER	ED	730	\$	\$
13	0102 115	TYPE III BARRICADE	ED	4589	\$	\$
14	0104 10 3	SEDIMENT BARRIER	LF	41612	\$	\$
15	0104 11	FLOATING TURBIDITY BARRIER	LF	123	\$	\$
16	0104 12	STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC	LF	920	\$	\$
17	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$	\$
18	0107 1	LITTER REMOVAL	AC	92.86	\$	\$
19	0107 2	MOWING	AC	3078.79	\$	\$
20	0110 1 1	CLEARING & GRUBBING	LS	1	\$	\$
21	0110 4 10	REMOVAL OF EXIST CONC	SY	108	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
22	0110 7 1	MAILBOX, F&I SINGLE	EA	2	\$	\$
23	0120 1	REGULAR EXCAVATION	CY	833499	\$	\$
24	0120 4	SUBSOIL EXCAVATION	CY	1000	\$	\$
25	0120 6	EMBANKMENT	CY	508378.7	\$	\$
26	0141 70	SETTLEMENT PLATE ASSEMBLY	AS	3	\$	\$
27	0145 1	GEOSYNTHETIC REINFORCED SOIL SLOPE	SF	42870	\$	\$
28	0160 4	TYPE B STABILIZATION	SY	149526	\$	\$
29	0285701	OPTIONAL BASE,BASE GROUP 01	SY	13966	\$	\$
30	0285706	OPTIONAL BASE,BASE GROUP 06	SY	90220	\$	\$
31	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	7062	\$	\$
32	0286 1	TURNOUT CONSTRUCT/DRIVEWAY BASE- OPTIONAL MATERIALS	SY	1464	\$	\$
33	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	6355	\$	\$
34	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	18862.3	\$	\$
35	0337 7 25	ASPH CONC FC,INC BIT,FC-5,PG76-22	TN	3267.1	\$	\$
36	0337 7 82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	TN	1454.9	\$	\$
37	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	64.7	\$	\$
38	0400 0 13	CONCRETE CLASS NS, STEPS	CY	0.2	\$	\$
39	0400 1 2	CONC CLASS I, ENDWALLS	CY	10.34	\$	\$
40	0415 1 1	REINF STEEL- ROADWAY	LB	1072	\$	\$
41	0425 1311	INLETS, CURB, TYPE P-1, <10'	EA	1	\$	\$
42	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	11	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
43	0425 1352	INLETS, CURB, TYPE P-5, >10'	EA	1	\$	\$
44	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	5	\$	\$
45	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$	\$
46	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	28	\$	\$
47	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	3	\$	\$
48	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	4	\$	\$
49	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	2	\$	\$
50	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	4	\$	\$
51	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$	\$
52	0425 1701	INLETS, CURB, TYPE S, <10'	EA	5	\$	\$
53	0425 1881	INLETS, BARRIER WALL, RIG, C&G, <10'	EA	7	\$	\$
54	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$	\$
55	0425 2 62	MANHOLES, P-8, >10'	EA	1	\$	\$
56	0425 2 91	MANHOLES, J-8, <10'	EA	1	\$	\$
57	0425 2 92	MANHOLES, J-8, >10'	EA	1	\$	\$
58	0430174118	PIPE CULV, OPT MATL, ROUND,18"SD	LF	388	\$	\$
59	0430175115	PIPE CULV, OPT MATL, ROUND, 15"S/CD	LF	30	\$	\$
60	0430175118	PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	4391	\$	\$
61	0430175124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	LF	3000	\$	\$
62	0430175130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	LF	810	\$	\$
63	0430175136	PIPE CULV, OPT MATL, ROUND, 36"S/CD	LF	239	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
64	0430175160	PIPE CULV, OPT MATL, ROUND, 60"S/CD	LF	136	\$	\$
65	0430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER - ELIP/ARCH, 18" S/CD	LF	61	\$	\$
66	0430560120	STRAIGHT CONCRETE ENDWALLS, 60", SINGLE, 30 DEGREES, ROUND	EA	2	\$	\$
67	0430611125	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 18"	EA	2	\$	\$
68	0430611129	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 24"	EA	2	\$	\$
69	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	18	\$	\$
70	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	13	\$	\$
71	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	3	\$	\$
72	0430984125	MITERED END SECT, OPTIONAL RD, 18" SD	EA	18	\$	\$
73	0440 1 20	UNDERDRAIN, TYPE II	LF	365	\$	\$
74	0440 7 31	UNDERDRAIN OUTLET PIPE	LF	235	\$	\$
75	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	178	\$	\$
76	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	5226	\$	\$
77	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	4103	\$	\$
78	520 3	CONCRETE VALLEY GUTTER	LF	117	\$	\$
79	0520 6	SHOULDER GUTTER- CONCRETE	LF	2353	\$	\$
80	0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL VARIABLE WIDTH	SY	131	\$	\$
81	0521 6 31	CONC PARAPET, RETAINING WALL SYS, 27"	LF	178	\$	\$
82	0521 72 43	SHLDR CONC BARRIER, CURB AND GUTTER BARRIER	LF	549	\$	\$
83	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	2703	\$	\$
84	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	381	\$	\$



Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
85	0527 2	DETECTABLE WARNINGS	SF	138	\$	\$
86	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	54.2	\$	\$
87	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	2713	\$	\$
88	0536 1 1	GUARDRAIL- ROADWAY, GEN TL-3	LF	1890	\$	\$
89	0536 85 20	GUARDRAIL END TREAT- TRAILING ANCHORAGE	EA	3	\$	\$
90	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	3	\$	\$
91	0548 12	RET WALL SYSTEM, PERM, EX BARRIER	SF	7201	\$	\$
92	0550 10222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COAT	LF	15716	\$	\$
93	0550 60234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	EA	7	\$	\$
94	0570 1 1	PERFORMANCE TURF	SY	310389	\$	\$
95	0570 1 2	PERFORMANCE TURF, SOD	SY	127900	\$	\$
96	571 1 13	PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 3	SY	5551	\$	\$
97	0710 11101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	GM	3.009	\$	\$
98	0710 11125	PAINTED PAVT MARK, STD, WHITE, SOLID, 24"	LF	154	\$	\$
99	710 11 141	PAINTED PAVT MARK, STD, WH, DOT GUIDE, 6"	GM	0.085	\$	\$
100	0710 11170	PAINTED PAVT MARK, STD, WHITE, ARROWS	EA	8	\$	\$
101	0710 11201	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	GM	2.482	\$	\$
102	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2340	\$	\$
103	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	320	\$	\$
<b>Subtotal Roadway (Phase V) Item Nos. 1-103</b>						

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (Phase V)</b>						
104	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	23	\$	\$
105	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	13	\$	\$
106	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	3	\$	\$
107	0700 1 50	SINGLE POST SIGN, RELOCATE	AS	1	\$	\$
108	0705 10 1	OBJECT MARKER, TYPE 1	EA	9	\$	\$
109	0705 10 4	OBJECT MARKER, TYPE 4	EA	3	\$	\$
110	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	EA	15	\$	\$
111	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$	\$
112	0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	1107	\$	\$
113	0711 11124	THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR CHEVRONS	LF	410	\$	\$
114	0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	412	\$	\$
115	0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.251	\$	\$
116	0711 11160	THERMOPLASTIC, STD, WHITE, MESSAGE OR SYMBOL	EA	2	\$	\$
117	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	55	\$	\$
118	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	21	\$	\$
119	0711 11241	THERMOPLASTIC, STD, YELLOW, DOT / GUIDE, 6"	GM	0.089	\$	\$
120	0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	LF	854	\$	\$
121	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	16	\$	\$
122	0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	16	\$	\$
123	0711 15101	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 6"	GM	5.143	\$	\$
124	0711 15102	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 8"	GM	0.260	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (Phase V) - (continued)</b>						
125	0711 15131	THERMOPLASTIC, STD OG ASPHALT SURFACES, WHITE, 6", 10-30 SKIP	GM	4.584	\$	\$
126	0711 15201	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, 6"	GM	4.549	\$	\$
127	0711 15231	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.152	\$	\$
128	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	2.360	\$	\$
129	0711 16131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	GM	0.920	\$	\$
130	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	1.254	\$	\$
131	0711 16231	THERMOPLASTIC, STD OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.074	\$	\$
132	0713103101	PERMANENT TAPE, WHITE, SOLID, 6" CONC BR	GM	1.294	\$	\$
133	0713103131	PERMANENT TAPE, WHITE, SKIP/D, 6" FOR CONC	GM	0.679	\$	\$
134	0713103201	PERMANENT TAPE, YELLOW, SOLID, 6" CONC BR	GM	0.679	\$	\$
135	0713103331	PERMANENT TAPE, BLACK, SKIP/D, 6" FOR CONC	GM	0.679	\$	\$
<b>Subtotal Signing and Pavement Marking (Phase V) Items Nos. 104-135</b>						

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signalization (Phase V)</b>						
136	0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	34049	\$	\$
137	0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	2046	\$	\$
138	0632 7 1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	PI	2	\$	\$
139	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	EA	26	\$	\$
140	0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36"	EA	69	\$	\$
141	0634 4 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1	\$	\$
142	0639 1 121	ELECTRICAL POWER SRV,F&I, MTER FURNISHED BY POWER COMPANY	AS	2	\$	\$
143	0639 2 1	ELECTRICAL SERVICE WIRE, F&I	LF	100	\$	\$
144	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2	\$	\$
145	0641 2 18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-Viii	EA	4	\$	\$
146	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	6	\$	\$
147	0649 21 21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78'	EA	1	\$	\$
148	0649 21 27	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78' - 78'	EA	1	\$	\$
149	0650 1 14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	AS	16	\$	\$
150	0650 1 16	VEH TRA SIGNAL,F&I ALUMINUM, 4 S STR 1 W	AS	4	\$	\$
151	0653 1 11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	AS	4	\$	\$
152	0653 1 12	PEDESTRIAN SIGNAL, F&I LED COUNT, 2 WAYS	AS	4	\$	\$
153	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	2	\$	\$
154	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	7	\$	\$
155	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	3	\$	\$
156	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	14	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signalization (Phase V) - (continued)</b>						
157	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	14	\$	\$
158	0665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	2	\$	\$
159	0670 5110	TRAF CNTL ASSEM, F&I, NEMA	AS	8	\$	\$
160	0700 3201	SIGN PANEL, F&I OM, UP TO 12 SF	EA	2	\$	\$
<b>Subtotal Signalization (Phase V) Item Nos. 136-160</b>						

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Structures (Phase V)</b>						
161	0400 2 4	CONC CLASS II, BRIDGE SUPERSTRUCTURE	CY	4615.0	\$	\$
162	0400 2 10	CONC CLASS II, APPROACH SLABS	CY	217.1	\$	\$
163	0400 4 5	CONC CLASS IV, SUBSTRUCTURE	CY	216.6	\$	\$
164	0400 4 25	CONC CLASS IV, MASS, SUBSTRUCTURE	CY	4505.4	\$	\$
165	0400 7 1	BRIDGE DECK GROOVING	SY	12172	\$	\$
166	0400 9 1	BRIDGE DECK PLANING	SY	12172	\$	\$
167	0400147	COMPOSITE NEOPRENE PADS	CF	115.6	\$	\$
168	0415 1 4	REINF STEEL- SUPERSTRUCTURE	LB	1060093	\$	\$
169	0415 1 5	REINF STEEL- SUBSTRUCTURE	LB	966135	\$	\$
170	0415 1 9	REINF STEEL- APPROACH SLABS	LB	39506	\$	\$
171	0450 2 63	PREST BEAMS: FLORIDA-I BEAM 63"	LF	16115	\$	\$
172	0455 34 5	PRESTRESSED CONCRETE PILING, 24" SQ	LF	21281	\$	\$
173	0455143 5	TEST PILES-PREST CONCRETE,24" SQ	LF	2030	\$	\$
174	0458 1 12	BRIDGE DECK EXPANSION JNT,NEW,STRIP SEAL	LF	549	\$	\$
175	459 71	PILES, POLYETHYLENE SHEETING	EA	356	\$	\$
176	0506 2	BRIDGE DRAINAGE PIPE	LF	105	\$	\$
177	0506 3	BRIDGE DRAINS	EA	2	\$	\$
178	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	3300	\$	\$
179	0520 70	CONCRETE TRAFFIC SEPARATOR, SP- VAR WIDT	SY	2493	\$	\$
180	0521 5 13	CONC TRAF RAIL- BRIDGE, 36" SING SLOPE	LF	3590	\$	\$
181	0521 6 11	CONC PARAPET, PED/BIKE, 27"	LF	3590	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Structures (Phase V) (continued)</b>						
182	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	1017.7	\$	\$
183	0550 10344	FENCING, TYPE R, 7.1-8.0', PARTIAL ENCLOSURE	LF	290	\$	\$
184	0630 2 16	CONDUIT, F& I, EMBEDDED- BARR./RAILINGS	LF	21573	\$	\$
185	0635 3 13	JUNCTION BOX, FURNISH & INSTALL, EMBED	EA	30	\$	\$
<b>Subtotal Structures (Phase V) Item Nos. 161-185</b>						

<b>Subtotal - Roadway (Phase V) Item Nos. 1-103</b>	<b>\$</b>
<b>Subtotal - Signing and Pavement Marking (Phase V) Item Nos. 104-135</b>	<b>\$</b>
<b>Subtotal - Signalization (Phase V) Item Nos. 136-160</b>	<b>\$</b>
<b>Subtotal - Structures (Phase V) Item Nos. 161-185</b>	<b>\$</b>
<b>Total (Phase V) Item Nos. 1-185</b>	<b>\$</b>

<b>Bid Tabulation for Southwest Crestview Bypass (East-West Connector )</b>						
<b>Item No.</b>	<b>Pay Item Number</b>	<b>Description</b>	<b>Unit Meas</b>	<b>Plan Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
<b>Roadway (East-West Connector)</b>						
1	101 1	MOBILIZATION	LS	1	\$	\$
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	102 2 3	SPECIAL DETOUR 3 TEMP. PAVEMENT	LS	1	\$	\$
4	102 2 4	SPECIAL DETOUR 4 TEMP. PAVEMENT	LS	1	\$	\$
5	102 2 300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS	1	\$	\$
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	84.1	\$	\$
7	0102 60	WORK ZONE SIGN	ED	35398	\$	\$
8	0102 74 1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	9058	\$	\$
9	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	358	\$	\$
10	0102 115	TYPE III BARRICADE	ED	2224	\$	\$
11	0104 10 3	SEDIMENT BARRIER	LF	33100	\$	\$
12	0104 11	FLOATING TURBIDITY BARRIER	LF	225	\$	\$
13	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$	\$
14	0104 18	INLET PROTECTION SYSTEM	EA	1	\$	\$
15	0107 1	LITTER REMOVAL	AC	63.38	\$	\$
16	0107 2	MOWING	AC	1327.12	\$	\$
17	0110 1 1	CLEARING & GRUBBING	LS	1	\$	\$
18	110 4 10	REMOVAL OF EXISTING CONCRETE	SY	52	\$	\$
19	0110 7 1	MAILBOX, F&I SINGLE	EA	4	\$	\$
20	0120 1	REGULAR EXCAVATION	CY	257812.7	\$	\$
21	0120 4	SUBSOIL EXCAVATION	CY	9075.3	\$	\$



Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Roadway (East-West Connector) - (continued)</b>						
22	0120 6	EMBANKMENT	CY	150930.0	\$	\$
23	0160 4	TYPE B STABILIZATION	SY	65591	\$	\$
24	0285701	OPTIONAL BASE,BASE GROUP 01	SY	18268	\$	\$
25	0285706	OPTIONAL BASE,BASE GROUP 06	SY	33469	\$	\$
26	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	3377	\$	\$
27	0286 1	TURNOUT CONSTRUCT/DRIVEWAY BASE- OPT. MAT.	SY	2370	\$	\$
28	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	2669	\$	\$
29	0334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	685.4	\$	\$
30	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	5825.4	\$	\$
31	0337 7 82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	TN	2647.1	\$	\$
32	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	22.3	\$	\$
33	0400 4 1	CONC CLASS IV, CULVERTS	CY	472.8	\$	\$
34	0415 1 1	REINF STEEL- ROADWAY	LB	131958	\$	\$
35	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	13	\$	\$
36	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	3	\$	\$
37	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$	\$
38	0425 1461	INLETS, CURB, TYPE J-6, <10'	EA	1	\$	\$
39	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	6	\$	\$
40	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	2	\$	\$
41	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	3	\$	\$
42	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	1	\$	\$

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Roadway (East-West Connector) - (continued)</b>						
43	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	1	\$	\$
44	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$	\$
45	0425 1701	INLETS, GUTTER, TYPE S, <10'	EA	2	\$	\$
46	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$	\$
47	0430174118	PIPE CULV, OPT MATL, ROUND, 18" SD	LF	319	\$	\$
48	0430174148	PIPE CLVERT, OPTIONAL MATERIAL, ROUND, 48" SD	LF	112	\$	\$
49	0430175118	PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	2645	\$	\$
50	0430175124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	LF	1360	\$	\$
51	0430175130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	LF	459	\$	\$
52	0430175142	PIPE CULV, OPT MATL, ROUND, 42"S/CD	LF	268	\$	\$
53	0430542120	STRAIGHT CONCRETE ENDWALLS, 42', SINGLE, 30 DEGREES, ROUND	EA	2	\$	\$
54	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	7	\$	\$
55	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	6	\$	\$
56	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	1	\$	\$
57	0430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	EA	2	\$	\$
58	0430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	2	\$	\$
59	0430984125	MITERED END SECTION, OPTIONAL RD, 18" SD	EA	16	\$	\$
60	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	7767	\$	\$
61	0520 6	SHOULDER GUTTER- CONCRETE	LF	1279	\$	\$
62	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	4473	\$	\$
63	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	164	\$	\$

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Roadway (East-West Connector) - (continued)</b>						
64	0527 2	DETECTABLE WARNINGS	SF	72	\$	\$
65	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	245.3	\$	\$
66	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	3204	\$	\$
67	0536 1 0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	LF	647	\$	\$
68	0536 73	GUARDRAIL REMOVAL	LF	290	\$	\$
69	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	2	\$	\$
70	0550 10222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COAT	LF	6702	\$	\$
71	0550 60234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	EA	6	\$	\$
72	0570 1 1	PERFORMANCE TURF	SY	125998	\$	\$
73	0570 1 2	PERFORMANCE TURF, SOD	SY	58500	\$	\$
74	0710 11101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	GM	4.764	\$	\$
75	0710 11160	PAINTED PAVT MARK, STD, WHITE, SYMBOL	EA	2	\$	\$
76	0710 11201	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	GM	4.751	\$	\$
77	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2000	\$	\$
78	1050 14003	UTILITY PIPE, RELOCATE, 5.0-7.9"	LF	120	\$	\$
79	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	160	\$	\$
<b>Subtotal Roadway (East-West Connector) Item Nos. 1-79</b>						

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (East-West Connector)</b>						
80	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	14	\$	\$
81	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	5	\$	\$
82	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	1	\$	\$
83	0705 10 1	OBJECT MARKER, TYPE 1	EA	3	\$	\$
84	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$	\$
85	0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	81	\$	\$
86	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	23	\$	\$
87	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	602	\$	\$
88	0711 11421	THERMOPLASTIC, STD, BLUE, SOLID, 6"	LF	70	\$	\$
89	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	2	\$	\$
90	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	5.026	\$	\$
91	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	3.006	\$	\$
92	0711 16231	THERMOPLASTIC, STD-OTH, YELLOW, SKIP, 6"	GM	0.877	\$	\$

<b>Subtotal Signing and Pavement Marking (East-West Connector) Item Nos. 80-92</b>	
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<b>Subtotal - Roadway (East-West Connector) Item Nos. 1-79</b>	<b>\$</b>
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<b>Subtotal - Signing and Pavement Marking (East-West Connector) Item Nos. 80-92</b>	<b>\$</b>
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<b>Total (East-West Connector) Item Nos. 1-92</b>	<b>\$</b>
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<b>SUMMARY OF COST Southwest Crestview Bypass (Phase V and East-West Connector)</b>	
<b>Total (Phase V) Item Nos. 1-185</b>	<b>\$</b>
<b>Total (East-West Connector) Item Nos. 1-92</b>	<b>\$</b>
<b>Grand Total Southwest Crestview Bypass (Phase V &amp; East-West Connector)</b>	<b>\$</b>

\_\_\_\_\_  
Signature of Bidder:

\_\_\_\_\_  
Date:

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 BIDDER agrees that the Work will be substantially complete within 1,095 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1,155 calendar days after the date when the Contract Times commence to run.
- 6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security as discussed in Article 8 of the Instructions to BIDDERS;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License Number or Evidence of BIDDER's ability to obtain a State Contractor's License and a covenant by BIDDER to obtain said license within the time for acceptance of Bids; and
  - D. Attachments
    - A. Addendum Acknowledgement
    - B. Schedule of Subcontractors, not required to be submitted with the Bid Package
    - C. Conflict of Interest Disclosure
    - D. Recycled Content
    - E. Drug-Free Workplace Program Certification
    - F. Indemnification and Hold Harmless
    - G. Insurance Compliance Certification
    - H. Cone of Silence Clause
    - I. Federal E-Verify Compliance Certification
    - J. Certification Regarding Child Labor
    - K. Anti-Collusion Statement
    - L. Company Data
    - M. List of References
    - N. Certification Regarding Lobbying
    - O. Vendors on Scrutinized Companies Lists
    - P. Suspension and Debarment
    - Q. SCHEDULE I Contractors Acceptance

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

Bidder: Indicate correct name of bidding entity:

\_\_\_\_\_

By:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

*(If BIDDER is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Federal ID or SS Number: \_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_





DOCUMENT 00410 – SCHEDULE OF SUBCONTRACTORS – ATTACHMENT “B”

Attachment “B” is not required to be submitted as part of the Bid Package as defined in Paragraph 12.02 of the Instructions to Bidders.

The following is a complete list of all subcontractors utilized for this project (if applicable):

- 1. \_\_\_\_\_  
Company Name  
\_\_\_\_\_ Type of Work  
\_\_\_\_\_ Address  
\_\_\_\_\_ Telephone Number  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_ Federal ID Number
- 2. \_\_\_\_\_  
Company Name  
\_\_\_\_\_ Type of Work  
\_\_\_\_\_ Address  
\_\_\_\_\_ Telephone Number  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_ Federal ID Number
- 3. \_\_\_\_\_  
Company Name  
\_\_\_\_\_ Type of Work  
\_\_\_\_\_ Address  
\_\_\_\_\_ Telephone Number  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_ Federal ID Number
- 4. \_\_\_\_\_  
Company Name  
\_\_\_\_\_ Type of Work  
\_\_\_\_\_ Address  
\_\_\_\_\_ Telephone Number  
\_\_\_\_\_ City, State, Zip  
\_\_\_\_\_ Federal ID Number

Authorized Signature: \_\_\_\_\_

DOCUMENT 00410 – CONFLICT OF INTEREST DISCLOSURE – ATTACHMENT “C”

For purposes of determining any possible conflict of interest, all BIDDERS, must disclose if any Okaloosa Board of County commissioner, employee(s), elected official(s) or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “YES” (a county employee, elected official or agency is also associated with your business) or “NO”. If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO: \_\_\_\_\_

**NAME**

**POSITION**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ Date

\_\_\_\_\_ By (Signature)

\_\_\_\_\_ Firm Name

\_\_\_\_\_ By (Printed)

\_\_\_\_\_ Address

\_\_\_\_\_ Title

\_\_\_\_\_ Address

\_\_\_\_\_ Email

\_\_\_\_\_ Office Number

\_\_\_\_\_ Cell Number

1. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

2. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

3. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

DOCUMENT 00410 – DRUG-FREE WORKPLACE PROGRAM CERTIFICATION – ATTACHMENT “E”

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_ Date

\_\_\_\_\_ By (Signature)

\_\_\_\_\_ Firm Name

\_\_\_\_\_ By (Printed)

\_\_\_\_\_ Address

\_\_\_\_\_ Title

\_\_\_\_\_ Address

\_\_\_\_\_ Email

\_\_\_\_\_ Office Number

\_\_\_\_\_ Cell Number

DOCUMENT 00410 – INDEMNIFICATION AND HOLD HARMLESS – ATTACHMENT “F”

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the OWNER, the Construction Engineering and Inspection (CEI) Consultant, the Design Engineer and the officers and employees of each from liabilities, damages, losses and costs including but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

The Contractor/Subcontractor shall indemnify, defend, save and hold harmless Triumph Gulf Coast Inc., a Florida not-for-profit corporation, Owner, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor and its officers, agents or employees.

To the maximum extent permitted by applicable law, Contractor shall indemnify, defend, and hold Florida Gulf & Atlantic Railroad, LLC (FGA) and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of FGA, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of FGA, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against FGA and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors’ agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about FGA’s property.

\_\_\_\_\_
Date

\_\_\_\_\_
By (Signature)

\_\_\_\_\_
Firm Name

\_\_\_\_\_
By (Printed)

\_\_\_\_\_
Address

\_\_\_\_\_
Title

\_\_\_\_\_
Address

\_\_\_\_\_
Email

\_\_\_\_\_
Office Number

\_\_\_\_\_
Cell Number

\_\_\_\_\_
Fax Number

\_\_\_\_\_
After-Hour Number(s)

DOCUMENT 00410 – INSURANCE COMPLIANCE CERTIFICATION – ATTACHMENT “G”

This form is to be completed and signed by you certifying that your policy either meets the insurance requirements as specified in Bid No. ITB PW 65-20, or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

I certify that the insurance requirements have been reviewed.

\_\_\_\_\_
Date

\_\_\_\_\_
By (Signature)

\_\_\_\_\_
Firm Name

\_\_\_\_\_
By (Printed)

\_\_\_\_\_
Address

\_\_\_\_\_
Title

\_\_\_\_\_
Address

\_\_\_\_\_
Email

\_\_\_\_\_
Office Number

\_\_\_\_\_
Cell Number

DOCUMENT 00410 – CONE OF SILENCE CLAUSE – ATTACHMENT “H”

The Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the bidder from consideration during the selection process.**

All bidders must agree to comply with this policy by signing the following statement and including it with their submittal.

I, \_\_\_\_\_, representing \_\_\_\_\_  
Signature Company Name

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ hereby agree to abide by the County’s **“Cone of Silence Clause”** and understand violation of this policy shall result in disqualification of my proposal/submittal.

DOCUMENT 00410 – FEDERAL E-VERIFY COMPLIANCE CERTIFICATION – ATTACHMENT “I”

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, BIDDER hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the BIDDER during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

\_\_\_\_\_
Date

\_\_\_\_\_
By (Signature)

\_\_\_\_\_
Firm Name

\_\_\_\_\_
By (Printed)

\_\_\_\_\_
Address

\_\_\_\_\_
Title

\_\_\_\_\_
Address

\_\_\_\_\_
Email

\_\_\_\_\_
Office Number

\_\_\_\_\_
Cell Number



DOCUMENT 00410 – CERTIFICATION REGARDING CHILD LABOR – ATTACHMENT “J”

In accordance with solicitation provision 45 CFR 22.15, BIDDER hereby certifies the review of the “List of Products Requiring Contractor Certification or Indentured Child Labor” as published by the Department of Labor in accordance with Executive Order 13126 of June 12, 1999 if any end products are used within this Contract as required by the Prohibition of Acquisition of Products Produced by Forced or Indentured Child Labor, 48 CFR 52.222-18. The list identifies products by their country of origin that the Departments of Labor, Treasury and State have a reasonable basis to believe might have been mined, produced or manufactured by forced or indentured child labor. ([www.dol.gov/ilab/](http://www.dol.gov/ilab/)) see (22.1505(a))

The BIDDER certifies that they have made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture as listed for that end product. On the basis of those efforts, the BIDDER certifies that it is not aware of any such use of child labor. Specifically, any electrical equipment is not allowed from China per ORCA Certification 52.222-18.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

\_\_\_\_\_
Date

\_\_\_\_\_
By (Signature)

\_\_\_\_\_
Firm Name

\_\_\_\_\_
By (Printed)

\_\_\_\_\_
Address

\_\_\_\_\_
Title

\_\_\_\_\_
Address

\_\_\_\_\_
Email

\_\_\_\_\_
Office Number

\_\_\_\_\_
Cell Number

DOCUMENT 00410 – ANTI-COLLUSION STATEMENT – ATTACHMENT “K”

The below signed BIDDER has not divulged to, discussed or compared his bid with other BIDDERS and has not colluded with any other BIDDER or parties to bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

\_\_\_\_\_

Date

\_\_\_\_\_

By (Signature)

\_\_\_\_\_

Firm Name

\_\_\_\_\_

By (Printed)

\_\_\_\_\_

Address

\_\_\_\_\_

Title

\_\_\_\_\_

Address

\_\_\_\_\_

Email

\_\_\_\_\_

Office Number

\_\_\_\_\_

Cell Number

DOCUMENT 00410 – COMPANY DATA – ATTACHMENT “L”

Bidder’s Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (printed): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal ID or SS Number: \_\_\_\_\_

Bidder’s License Number: \_\_\_\_\_

Emergency After-Hours,  
Weekend or Holiday Contact  
with Number: \_\_\_\_\_

DOCUMENT 00410 – LIST OF REFERENCES – ATTACHMENT “M”

1.	_____	_____
	Company Name	Contact Person
	_____	_____
	Address	Telephone Number
	_____	_____
	City, State, Zip	Email
2.	_____	_____
	Company Name	Contact Person
	_____	_____
	Address	Telephone Number
	_____	_____
	City, State, Zip	Email
3.	_____	_____
	Company Name	Contact Person
	_____	_____
	Address	Telephone Number
	_____	_____
	City, State, Zip	Email

DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “N”

31 U.S.C. 1352, 49 CFR 19, 49 CFR PART 20  
APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)A, any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Date

\_\_\_\_\_ By (Signature)

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Title

DOCUMENT 00410 –VENDORS ON SCRUTINIZED COMPANIES LISTS – ATTACHMENT “O”

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

DOCUMENT 00410 – DEBARMENT & SUSPENSION – ATTACHMENT “P”
--

### **Government Debarment & Suspension**

#### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

---

Printed Name and Title of Authorized Representative

---

Signature

---

Date



DOCUMENT 00410 – SCHEDULE I CONTRACTORS ACCEPTANCE – ATTACHMENT “Q”

**SCHEDULE I**

**CONTRACTOR’S ACCEPTANCE**

To and for the benefit of Florida Gulf & Atlantic Railroad, LLC. (“FGA”) and to induce FGA to permit Contractor on or about FGA’s property for the purposes of performing work in accordance with the FGA Agreement dated \_\_\_\_\_, 20 \_\_, between Okaloosa County, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

# Meeting Minutes

Project: Southwest Crestview Bypass & East/West Connector  
Subject: Mandatory Pre-Bid Conference  
Date: Monday, August 17, 2020 9:30 AM  
Location: Okaloosa County Administration Building (Commission Chambers): Shalimar, FL  
Virtual Attendance via ZOOM  
Attendees: Jason Autrey – Okaloosa County Director of Public Works  
Roy Petrey – Okaloosa County Public Works  
DeRita Mason – Okaloosa County Purchasing  
Marc Bonifay – City of Crestview, City Engineer  
Brad Collins – HDR (Project Manager)  
Brad Brenner – HDR (CEI Project Engineer)  
Allen Vinson – HDR (Utility Coordinator)

## OVERALL PROJECT

- Introductions (Sign in Sheet)
- Statement from Owner – Jason Autrey, Director of Public Works, gives project overview and how it ties into a future FDOT I-10 interchange project, north of the interstate. FDOT plans to begin their procurement process in early to mid-September.
  - ✦ The range for the project’s budget is from \$50M – \$75M. The project is funded from a multitude of sources; County Surtax funds, City Surtax funds and a Triumph Gulf Coast grant.
  - ✦ Review of two Renderings: (1) north end of project looking south towards new connection at US 90. (2) view of bridge over FG&A Railroad
- CEI Introduction – Brad Brenner. Will be the CEI Senior Project Manager during construction.
  - ✦ Roll-call of in-person attendees from sign-in sheet.
- Zoom Attendees Email DeRita Mason (See ITB) – Provide contact information (email) that would have been collected on sign-in sheet and ensure attendance is correctly recorded.
- Questions Procedure – Wait until the end of the Pre-Bid meeting for all questions.
- Project Description – Two sets of roadway plans. Overall, 12 new stormwater ponds and re-grading of the existing stormwater pond at the western end of existing Physician’s Drive.
  - ✦ North-South alignment is Phase V of the Southwest Crestview Bypass. 4-lane typical section. South end of Phase V ties into the northern terminus of the FDOT interchange project. North end ties into US 90 across from Old Bethel Road. Overview map also shows an approximately 2,000’ bridge over wetlands and the FG&A Railroad.
  - ✦ East-West alignment is broken into two sections and will be owned by the City of Crestview after construction. Western Leg runs from the existing intersection of Antioch Road & Arena Road to the southern terminus of Phase V. The Eastern Leg extends from the central portion of Phase V to Physician’s Drive.
    - ✦ There is a developer who plans to tie into eastern end of the East-West Connector and re-align the roadway to tie into SR 85 rather than Physician’s Drive. That work is not part of this project and the exact timing of their mobilization is not known at this time. The Benchmark Group is the developer.

## Meeting Minutes

- Overall Permit Status
  - ✧ USACE – Response from the USACE is that the two permits are under review. The permits will require mitigation of wetland impacts. The reviewers have indicated a site-visit will need to take place but they are under a no-travel order, hindering any visit to the site. Permits were submitted in December 2019.
  - ✧ NFWFMD – WMD has approved permits, pending mitigation. The bank from which the mitigation credits are sought is not currently open. The anticipation is that the bank is open towards the end of the year.
  - ✧ FDOT – Seeking a FDOT Connection Permit. A Pre-Application meeting was held and the application has been submitted.
- Overall R/W Status – On the overall map in the PowerPoint presentation, Okaloosa County does not own the parcels that are blacked out. Those parcels are the railroad easements (FG&A and CSX), Parcel 100, Parcel 151 and Parcel 152.
  - ✧ Railroad – Do not enter the railroad R/W
  - ✧ Parcel 100 – Do not enter Parcel 100. Limit any site-visit/investigation to what can be seen from Arena Road.
  - ✧ Parcel 151 – Future site-visit for this parcel on specific time and date. See Below.
  - ✧ Parcel 152 – Area of acquisition can be seen from existing Physician’s Drive.
- Overall Utility Relocations – An overview was given for the three main areas of utility impacts and relocations. These areas represent approximately 20% of the overall project length, which should leave ample room for construction operations in other areas of the project.
  - ✧ Area 1: impacts along the existing east/west portion of Arena Road starting at the Antioch Road intersection (West Leg of East-West Connector)
  - ✧ Area 2: impacts further north along existing Arena Road (Phase V)
  - ✧ Area 3: impacts along existing Enzor Road between the side street B Street and US 90 (Phase V)
  - ✧ Utility Dependent Time Estimate – a matrix of utility relocations was developed in lieu of Utility Work Schedules. This document was provided via email to virtual attendees and attached to the agenda for in-person attendees. The document details the utilities to be relocated and dependent activities for those relocations.

### PHASE V

- Roadway
  - ✧ Clearing and Grubbing Note, at a minimum
    - ✧ Sta. 323+00: 2 Septic Tanks, concrete slab – to be removed in clearing & grubbing
    - ✧ Asbestos Removal on Parcel 123 (Sta. 323+00) – slab had asbestos tile that was stripped. Slab still remains and is to be removed in clearing and grubbing.
  - ✧ Full depth GAB – typical section 4 – noted.
  - ✧ Geosynthetic reinforcement slope (Sheet 198) – noted.
  - ✧ Wetland Impacts and Do Not Disturb Areas (Sheets 354-386) – noted. Clearing and grubbing will not extend from R/W to R/W in all areas.

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- ▲ Utility Pipe/Sleeves (1050 61 124: locations to be determined) – to be utilized near the intersection of Phase V and the East Leg of the East-West Connector. The pay item and estimated quantity are provided, as well as a Pay-Item Note (Sheet 28), but the exact locations are not called out on the Plan Sheets at this time. The locations will be finalized prior to construction and the quantities adjusted, if applicable.
  - ▲ Sprayfield Lobe (Sheet 89) – labeled on the overview map. It is not intended for the contractor to grade the site to the exact contours provided. Contractor to determine if the soil is usable for embankment on the project, if desired. If it is utilized, the grading plan is the maximum depth that can be excavated from the site.
    - ▲ Soil borings provided – can be found within geotech reports in the Supplementary Conditions.
  - ▲ Interface with FDOT Interchange Project on south end – FDOT's plan at this time is to open bids around June 2021. Access to the interchange project site will need to be coordinated and should be considered.
  - ▲ Arena Road – there is an active landfill on Arena Road. Traffic must remain open in both directions during construction. Access along Arena Road must remain open at all times.
- Structures
- ▲ Railroad Crossing
    - ▲ Flaggers and Monitor [Details of warning in plans and in Construction Agreement in Project Manual (Attachment A in Section 810 Special Conditions)]
      - Advance notification – requirements are set forth in the Construction Agreement with FG&A.
    - ▲ TCE west of bridge – TCE provided for staging and construction activities for the bridge. The TCE does not cross over the railroad R/W, only to the edge of the R/W.

### **EAST-WEST CONNECTOR:**

- Roadway
- ▲ Dirt Pit – the borrow pit was active during the time survey was done for the project. The existing ground within the plans at this location may not be exactly how the existing ground is at this time. The R/W acquired for the project is sufficient for the roadway and tie slopes. The County plans to set stakes at the acquisition line to limit additional excavation from the site.
  - ▲ Specification of A-3 soils for typical section 6 – noted.
  - ▲ Full depth of GAB – typical sections 3, 4, and 6 – noted.
  - ▲ Relocation of Juniper creek sanitary sewer crossing – City of Crestview force main. The line is used as a bypass when maintenance is being done so it is not always active. The intent is for the sanitary force main to be adjusted/lowered and is a requirement of the contract. See Pay-Item Note (Sheet 25). It was built in the 1970s and the As-Builts were provided along with the plans and other ITB PW 65-20 project documents.

## Meeting Minutes

- ✧ Utility Pipe/Sleeves – to be utilized near the intersection of Phase V and the East Leg of the East-West Connector. The pay item and estimated quantity are provided, as well as a Pay-Item Note (Sheet 25), but the exact locations are not called out on the Plan Sheets at this time. The locations will be finalized prior to construction and the quantities adjusted, if applicable.
  - ✧ Developer for City of Crestview – East end of project – There is a developer who plans to tie into eastern end of the East-West Connector and re-align the roadway to tie into SR 85 rather than Physician’s Drive. That work is not part of this project and the exact timing of their mobilization is not known at this time. The Benchmark Group is the developer.

### **CITY OF CRESTVIEW ITEMS**

- Southern Sprayfield Lobes – The fields south of the City’s WWTP and east of Phase V will remain open (outside of the roadway R/W). See Graphic 1 attached to the Minutes.
- Arena Road Force Main Relocations – currently working on plans to adjust/relocate two sanitary force mains and one water main. The plans should be complete in mid-September, at which time the City will decide whether to get a price for the work from the low-bidder or seek to bid it out themselves.
- Relocations in Sprayfield through E-W Connector – City crews are lowering mains that cross the East Leg of the Connector, within the roadway R/W, south of the WWTP. The work will be inspected and the backfill will be done with controlled fills. The City anticipates the work to be completed in early-November.
- Monitoring Wells – city knows of two monitoring wells within the project limits, but cautions that there may be more throughout the sprayfield areas. The City should be notified if one is encountered.
- Areas to maintain access – sprayfields that are remaining in use will need to be accessed as well as the WWTP.
- Point of Contact (Emergency POC) – Wayne Steele, Public Services Director (contact info below).

### **ADMINISTRATIVE**

- Site Visits
  - ✧ KMZ File, coming with meeting minutes – utilize Google Earth. File contains the Centerline of Construction, Right-of-Way and the eastern and western limits of Parcel 151 (No access until Okaloosa County led site-visit).
    - ✧ There is a trail that was cut during surveying activities that is still accessible. It was roughly the Baseline of Survey at the time preliminary survey and geotechnical activities were taking place.
      - Orange flags (stakes) were placed where the “trail” deviates from an existing road. See Overview map within PowerPoint for locations.

## Meeting Minutes

- ▲ Sprayfield
  - ▲ Ernie Nolan (On-site contact)
  - ▲ Day: 850 682 0829
  - ▲ Mobile: 850 305 4638
  - ▲ [Ernest.Nolan@jacobs.com](mailto:Ernest.Nolan@jacobs.com)
  
  - ▲ Wayne Steele – Backup contact if Ernie Nolan is unreachable.
  - ▲ Phone: 850 682 6132
- ▲ Parcels 151 Do not access outside of Okaloosa led site visit (Information below)
  - ▲ August 26<sup>th</sup> 8:00 AM CST – must RSVP through DeRita Mason if contractor plans to attend (see ITB advertisement for contact information)
  - ▲ Meet at Dead end of Physician’s Drive
- ▲ Parcel 100: Do not access, Stay on Arena Road R/W – County does not own parcel at this time.
- ▲ Parcel 152: Do not access, stay on Physician’s Drive – County does not own parcel at this time.
- ▲ Railroad: Do not access Railroad R/W – noted.
- Upcoming Plans Revision/Addendums
  - ▲ Remove Contingency from Plans – will be removed from the plans.
  - ▲ Remove Monitoring Wells from Plans – will be removed from the plans.
    - ▲ Associated with the landfill. Environmental firm for the landfill will be handling the closure of the monitoring well and its relocation to the edge of the R/W. Collins to confirm whether the well is to be removed by the contractor during clearing and grubbing or whether the landfill’s environmental firm will remove the well.
  - ▲ Add Benchmarks to Plans – surveyor is currently actively setting the benchmarks in the field.
  - ▲ Increase Sod and Silt Fence quantities for Temporary Erosion – the current quantities in the plans are for permanent/final application. Both the sod and silt fence pay-item quantities will be increased approximately 30% to help with temporary erosion.

Roy Petrey reviews several procedures and requirements set forth within the Project Manual. It is noted that audio difficulty was experienced by ZOOM attendees. Notes on the bid submission procedures discussion follow these meeting minutes. Bidders are encouraged to re-watch the Pre-Bid Recording for this portion, starting at time 0:36:23 of the recording. The recording can be found at the following link: <https://www.youtube.com/watch?v=TEJh5tlpYhw>

- Prime Contractors must be prequalified by the FDOT for work classes Drainage, Flexible Pavement, Grading and Minor Bridges.
- Question Submittal Procedures – deadline for questions is August 31<sup>st</sup> at 3PM local time.
  - ▲ Submit questions on the Pre-Bid Question Form provided in the Project Manual
  - ▲ Okaloosa County has received three questions to date – those answers will be provided in the first Addendum.
- The County has a requirement for the utilization of minority and women business enterprises. There is no minimum level of participation, but it is requested that all necessary affirmative steps to ensure that minority businesses and women business enterprises are used when possible. (See Article 13 in Instructions to Bidders for more information)
- Preparation of Bid (Article 14)

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- ^ Bid Form is Section 00410
  - ^ Must submit an original and two copies.
- This bid is unit price based on estimated sums. Discrepancies in the math will be resolved in favor of math – be careful.
- Bid opening will be public, but because of space limitations, only one representative from each company will be allowed in the room.
  - ^ Bids will remain subject to acceptance of 90 days after bid opening.
- The County does not have all permits and approvals necessary for construction at this time. While the contract may be awarded without all permits, the issuance of a notice to proceed (NTP) is contingent upon receipt of all permits and approvals.
- Indemnification and Hold Harmless – must acknowledge up front. County requests that interested contractors have their attorney(s) review
- Contract Security and Insurance – see compliance statement in Attachment G (make sure insurance requirements are met).
- System for Award Management (Article 41) (Exhibit A in Section 100) – must be registered with System for Award Management (SAM). Free to register.
- Attachment Q – contractor’s acceptance that they will abide by the FG&A’s responsibilities of the contractor.
  - ^ Agreement with FG&A is in Special Conditions 00810. Note that it is watermarked ‘DRAFT’ but it has been approved by both parties and is awaiting execution.
- Note Article 2 Preliminary Matters in Document 00800 Supplementary Conditions
  - ^ Payment and Performance Bond – contractor shall deliver to the County within 10 days of notification from the County that all permits and approvals for work have been received.
- Pre-Bid Conference was recorded and can be re-watched. Some viewers expressed issues with the audio/video while viewing virtually via Zoom.
- Cone of Silence – All questions must be submitted in writing to the Purchasing Department. Contractors must acknowledge they have abided by the Cone of Silence Clause (Attachment H).
- Zoom Attendees Email DeRita Mason – Provide contact information (email) that would have been collected on sign-in sheet and ensure attendance is correctly recorded.
- Virtual Attendees asked to submit questions via chat box on Zoom:
  - ^ 1) When will the planned award date be?
    - ^ After the bids have been received and evaluated, the County will seek concurrence from Triumph Gulf Coast, an agency contributing grant funding. Then the County will follow the process outlined in the County’s Purchasing Department Manual. The Intent to Award likely would be issued in October and taken before the Board of County Commissioners in November.
  - ^ 2) Who is responsible for paying Flagging Fees associated with the Railroad?
    - ^ Okaloosa County is responsible for paying FG&A. The details are provided in the Florida Gulf & Atlantic Railroad, LLC Construction Agreement [Document 00810 Special Conditions, Attachment (A)]. Contractors must accept that they will abide by the FG&A’s responsibilities of the contractor.



## Meeting Minutes

- In-Person Questions:
  - ▲ 1) Is there a set number of days that the contractor can work within the railroad right-of-way?
    - ▲ Okaloosa County's contract with FG&A railroad estimated 90 days that flaggers would be needed in the area.
  - ▲ 2) Question expanding upon the previously stated increase in sod and silt fence quantities for erosion control: Has there been any consideration for sodding the entire R/W and eliminating the seed and mulch quantities.
    - ▲ Not at this time.
  
- Closing remarks
  - ▲ Submit questions through the Purchasing Department to DeRita Mason
  - ▲ Recording will be made available electronically
  - ▲ All information is provided within the Bid Documents
  
- Utility Dependent Time Estimate – a matrix of utility relocations was developed in lieu of Utility Work Schedules. This document was provided via email to virtual attendees and attached to the agenda for in-person attendees. The document details the utilities to be relocated and dependent activities for those relocations.

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### BID SUBMISSION PROCEDURES – TALKING POINTS

### BID SUBMISSION PROCEDURES – TALKING POINTS

(As presented by Roy Petrey)

NOTE - Nothing below is a change to the procurement documents or the contract. Any changes contemplated and/or discussed shall be explicitly stated within an Addendum in order to be binding. If any conflict between the information below and the procurement documents, the procurement documents will take precedence. Be sure to evaluate all addenda as you prepare your bid.

Points to Amplify today – Points within the Instructions to Bidders and Contract Documents that need to be amplified and/or conditions that are unique to this bid/project will be discussed. Not changes to the procurement or contract documents are presented in these talking points.

Section 00100 Instructions to Bidders:

1. Prime contractors must be pre-qualified in the following ~~three (3)~~ four (4) work classes – Drainage (07), Flexible pavement (10), Grading (11), and Minor Bridges (27). [Section 00100 Article 3]
2. Last day for questions will be 3:00 pm local time on August 31, 2020 and shall be submitted on the Pre-Bid Question Form (Section 00150 in your Project Manual). [Section 00100 Article 7]
3. Bid Security – A bid bond or cashier's check in the amount of 5% of your bid. [Section 00100 Article 8]
4. Contract Time – See Article 4 of the Agreement Section 00520. [Section 00100 Article 9]
5. Liquidated Damages – details are found in Article 4 of the Agreement Section 00520. [Section 00100 Article 10]
6. Utilization of Minority and Women Business Enterprises (M/WBE). [Section 00100 Article 13]
  - a. No minimum level of participation is required, however –
  - b. Contractor shall take all necessary affirmative steps to assure that minority businesses, women business enterprises are used when possible.
  - c. Reference Article 13 in the Article 00100 for more information.
7. Preparation of Bid. Article 14
  - a. The bid form (Section 00410) is included in the Bidding documents. The Bidder shall submit and an original and TWO (2) copies of the bid form including all forms! The required forms are made a part of Section 00410. There are 17 required forms.
  - b. See Instructions to Bidders Section 00100 Article 14 for more information.
8. Basis of Bid, Evaluation of Bids. Article 15
  - a. Unit price based on estimated sums.
  - b. Discrepancies in the math shall be resolved in favor of the math. Please be careful.
9. Submittal of Bid. Section 00100 Article 16 describes:
  - a. How bid is to be packaged and marked
  - b. Where the bid is to be delivered
  - c. If Bid is mailed, how it is to be addressed
  - d. **NOTE THAT CRESTVIEW IS NOT A NEXT DAY DELIVERY SITE FOR OVERNIGHT CARRIERS. Also note that September 7<sup>th</sup> is Labor Day when deciding how to deliver your bid.**

## Meeting Minutes

### BID SUBMISSION PROCEDURES – TALKING POINTS

10. Opening of Bids will be public on the date and time specified on the bid form. Because of space limitations only one representative per bidder will be allowed in the room for the bid opening. [Section 00100 Articles 16 and 18]
11. Bids will remain subject to acceptance for the period of 90 days after the bid opening. [Section 00100 Article 19]
12. Award of Contract – The County will award to the lowest responsive, responsible bidder. See Section 00100 Article 20 for reasons to disqualification of a Bidder and rejection of a bid that include but not limited to: Collusion, default, etc. The BCC, in its absolute discretion, may reject any Bid or a Bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.
13. No award to a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime. [Section 00100 Article 22]
14. Conflict of Interest disclosure form is required. [Section 00100 Article 23 and Section 00410 Attachment C]
15. Vendors on Scrutinized Companies List – Bidder must certify it is not on this list. Section 00100 Article 25 and Section 00410 Attachment O.
16. **Owner's Notice to Bidders: This section was read aloud verbatim. [Section 00100 Article 26] Also, see Supplemental Conditions Item #1 below with how this Owner's Notice to Bidders effects Preliminary Matters – i.e. delivery of Payment and Performance bonds.**
17. Drug Free Workplace Program – Section 00100 Article 28 and Section 00410 Attachment E.
18. Indemnification & Hold Harmless – Bidders are encouraged to have their legal counsel review the required Indemnification and Hold Harmless. Bidder will sign showing agreement to these clauses. [Section 00100 Article 29 and Section 00410 Attachment F]
19. **Contract Security & Insurance – Bidders will sign saying they have reviewed the insurance requirements with their insurance representative. Take notice that a separate RR policy is required if CGL and Auto policies don't have the endorsement listed. Insurance requirements are delineated in Section 00800 Article 6. See compliance statement Section 00100 and Section 00410 Attachment G.**
20. Cone of Silence Clause is in effect and bidders will sign acknowledging their compliance. [Section 00100 Article 32 and Section 00100 Attachment H]
21. Protection of Resident Workers – [Section 00100 Article 33 and Section 00410 Attachment I]
22. Child Labor Prohibition – [Section 00100 Article 24 and Section 410 Attachment J]
23. Non-Collusion Statement – [Section 00100 Article 35 and Section 410 Attachment K]
24. **System for Award Management (SAM) – Section 00100 Article 41 and Exhibit A in Section 00100. Bidders are advised to begin early seeking their registration with SAM. Bidder will enter their entity information on the Bid Form and that information will be used to verify their registration.**
25. Certificates Regarding Lobbying – [Section 00100 Article 42 and Section 00410 Attachment N]
26. Suspension and Debarment Form – [Section 00100 Article 42 and Section 00410 Attachment P.
27. Florida Gulf & Atlantic Schedule I – Bidder must sign showing acceptance of conditions required of Contractor in the FGA & County Construction Agreement. Contractors

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### **BID SUBMISSION PROCEDURES – TALKING POINTS**

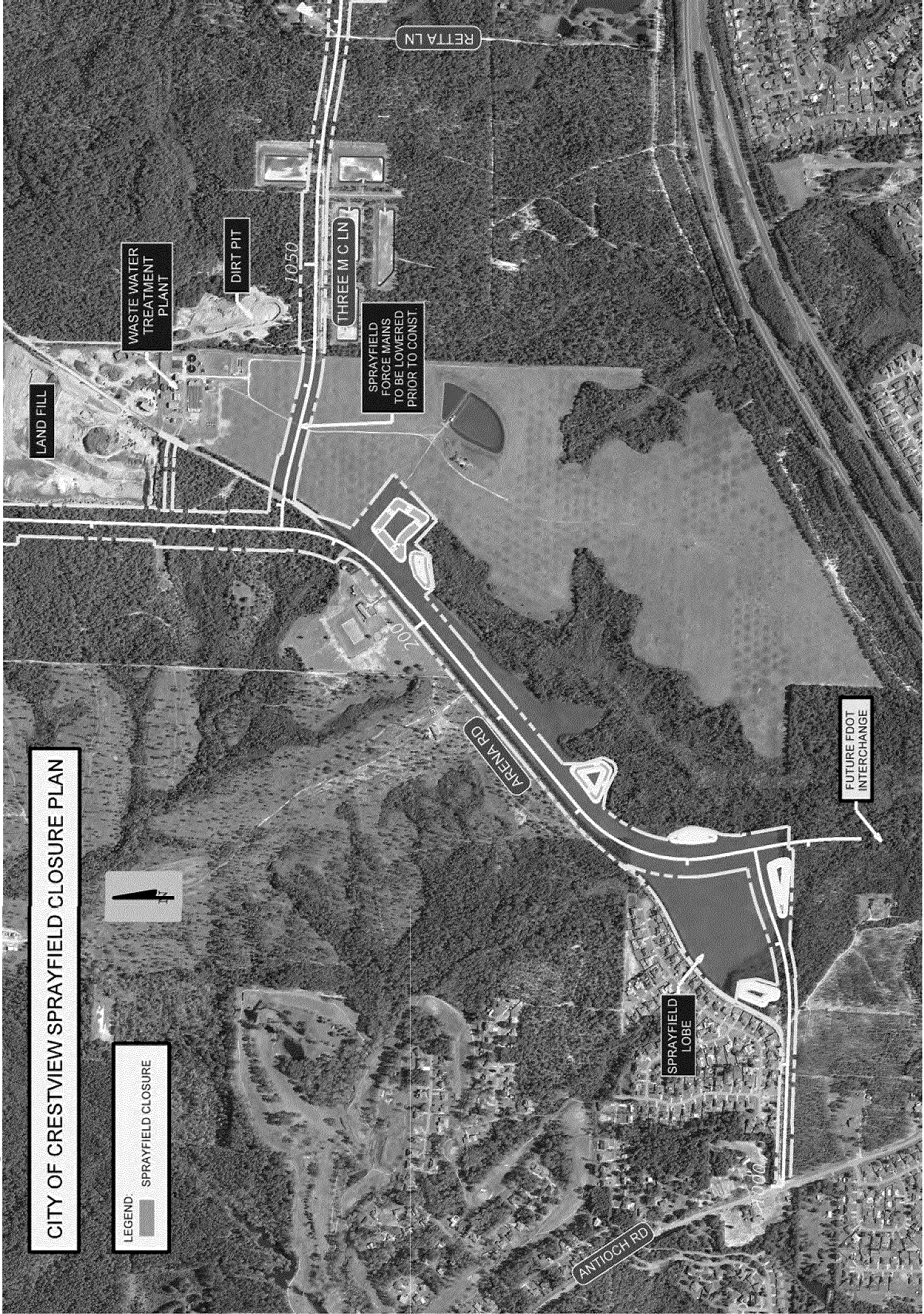
Acceptance (FGA Responsibilities of Contractor) – Section 00100 Article 42 and Attachment “Q” and also Section 00810 Attachment A (FGA & County Construction Agreement). Note that the FG&A County Construction Agreement is watermarked “Draft.”

#### Section 00800 Supplemental Conditions

1. Section 00800 – Article 2 on Preliminary Matters – See Supplementary Condition about Payment and Performance Bonds... Bidder will not deliver until notice is given by Owner that all permits have been received and authorization has been granted to proceed with construction.
2. Section 00800 – Article 4 on Commencement and Progress of the Work: See changes made by this supplemental condition including automatic termination provision if failure by Owner to get project cleared for construction; automatic termination without cost to either party (Bidder/Contractor and/or County).

#### Section 00810 Special Conditions Section 00810

1. Section 00810 Special Conditions – Compliance required concerning Eastern Indigo Snake, Gopher Tortoises, Bald Eagle and also compliance with the Construction Agreement between Florida Gulf & Atlantic and Okaloosa County found within this section.






PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL	PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL
<b>SUMMARY OF ROADWAY</b>							
101-1	MOBILIZATION	LS	1	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	13
102-1	MAINTENANCE OF TRAFFIC	LS	1	430-982-133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	EA	3
102-2	SPECIAL DETOUR 1 TEMP. PAVEMENT	LS/SY	50	430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	19
102-2	SPECIAL DETOUR 2 TEMP. PAVEMENT	LS/SY	419	440-1	UNDERDRAIN, TYPE 11	LF	365
102-2	SPECIAL DETOUR 3 TEMP. PAVEMENT	LS/SY	53.0	440-7	UNDERDRAIN OUTLET PIPE	LF	235
102-3	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE	CY	35.3	515-4	BULLET RAIL, DOUBLE RAIL	LF	178
102-3	WORK ZONE SIGN	ED	38462	520-1	CONCRETE CURB & GUTTER, TYPE E	LF	5226
102-60	CHANNELIZING DEVICE - TYPES J, II, DI, VP, DRUM, OR LCD	ED	16980	520-1	CONCRETE CURB & GUTTER, TYPE F	LF	4103
102-74	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	658	520-3	VALLEY GUTTER - CONCRETE	LF	117
102-96	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	786	520-6	CONCRETE SHOULDER GUTTER	LF	2353
102-104	TEMPORARY SIGNALIZATION AND MAINT. INTER	ED	730	520-70	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	LF	131
102-107	TEMP TRAFFIC DETECTION & MAINTEN. INTER	ED	730	521-6	CONCRETE TRAFFIC SEPARATOR, SPECIAL - VARIABLE WIDTH	LF	178
102-115	TYPE III BARRICADE	ED	4289	521-72	SHOULDER CONCRETE BARRIER CURB AND GUTTER BARRIER	LF	549
102-120	TYPE III BARRICADE	ED	4289	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	LF	2703
102-120	TYPE III BARRICADE	ED	4289	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	LF	381
102-120	TYPE III BARRICADE	ED	4289	522-3	CONCRETE SIDEWALK AND DRIVEWAYS, 8" THICK	LF	513
102-120	TYPE III BARRICADE	ED	4289	522-4	CONCRETE SIDEWALK AND DRIVEWAYS, 10" THICK	LF	645
102-120	TYPE III BARRICADE	ED	4289	522-5	CONCRETE SIDEWALK AND DRIVEWAYS, 12" THICK	LF	777
102-120	TYPE III BARRICADE	ED	4289	522-6	CONCRETE SIDEWALK AND DRIVEWAYS, 14" THICK	LF	909
102-120	TYPE III BARRICADE	ED	4289	522-7	CONCRETE SIDEWALK AND DRIVEWAYS, 16" THICK	LF	1041
102-120	TYPE III BARRICADE	ED	4289	522-8	CONCRETE SIDEWALK AND DRIVEWAYS, 18" THICK	LF	1183
102-120	TYPE III BARRICADE	ED	4289	522-9	CONCRETE SIDEWALK AND DRIVEWAYS, 20" THICK	LF	1325
102-120	TYPE III BARRICADE	ED	4289	522-10	CONCRETE SIDEWALK AND DRIVEWAYS, 22" THICK	LF	1467
102-120	TYPE III BARRICADE	ED	4289	522-11	CONCRETE SIDEWALK AND DRIVEWAYS, 24" THICK	LF	1609
102-120	TYPE III BARRICADE	ED	4289	522-12	CONCRETE SIDEWALK AND DRIVEWAYS, 26" THICK	LF	1751
102-120	TYPE III BARRICADE	ED	4289	522-13	CONCRETE SIDEWALK AND DRIVEWAYS, 28" THICK	LF	1893
102-120	TYPE III BARRICADE	ED	4289	522-14	CONCRETE SIDEWALK AND DRIVEWAYS, 30" THICK	LF	2035
102-120	TYPE III BARRICADE	ED	4289	522-15	CONCRETE SIDEWALK AND DRIVEWAYS, 32" THICK	LF	2177
102-120	TYPE III BARRICADE	ED	4289	522-16	CONCRETE SIDEWALK AND DRIVEWAYS, 34" THICK	LF	2319
102-120	TYPE III BARRICADE	ED	4289	522-17	CONCRETE SIDEWALK AND DRIVEWAYS, 36" THICK	LF	2461
102-120	TYPE III BARRICADE	ED	4289	522-18	CONCRETE SIDEWALK AND DRIVEWAYS, 38" THICK	LF	2603
102-120	TYPE III BARRICADE	ED	4289	522-19	CONCRETE SIDEWALK AND DRIVEWAYS, 40" THICK	LF	2745
102-120	TYPE III BARRICADE	ED	4289	522-20	CONCRETE SIDEWALK AND DRIVEWAYS, 42" THICK	LF	2887
102-120	TYPE III BARRICADE	ED	4289	522-21	CONCRETE SIDEWALK AND DRIVEWAYS, 44" THICK	LF	3029
102-120	TYPE III BARRICADE	ED	4289	522-22	CONCRETE SIDEWALK AND DRIVEWAYS, 46" THICK	LF	3171
102-120	TYPE III BARRICADE	ED	4289	522-23	CONCRETE SIDEWALK AND DRIVEWAYS, 48" THICK	LF	3313
102-120	TYPE III BARRICADE	ED	4289	522-24	CONCRETE SIDEWALK AND DRIVEWAYS, 50" THICK	LF	3455
102-120	TYPE III BARRICADE	ED	4289	522-25	CONCRETE SIDEWALK AND DRIVEWAYS, 52" THICK	LF	3597
102-120	TYPE III BARRICADE	ED	4289	522-26	CONCRETE SIDEWALK AND DRIVEWAYS, 54" THICK	LF	3739
102-120	TYPE III BARRICADE	ED	4289	522-27	CONCRETE SIDEWALK AND DRIVEWAYS, 56" THICK	LF	3881
102-120	TYPE III BARRICADE	ED	4289	522-28	CONCRETE SIDEWALK AND DRIVEWAYS, 58" THICK	LF	4023
102-120	TYPE III BARRICADE	ED	4289	522-29	CONCRETE SIDEWALK AND DRIVEWAYS, 60" THICK	LF	4165
102-120	TYPE III BARRICADE	ED	4289	522-30	CONCRETE SIDEWALK AND DRIVEWAYS, 62" THICK	LF	4307
102-120	TYPE III BARRICADE	ED	4289	522-31	CONCRETE SIDEWALK AND DRIVEWAYS, 64" THICK	LF	4449
102-120	TYPE III BARRICADE	ED	4289	522-32	CONCRETE SIDEWALK AND DRIVEWAYS, 66" THICK	LF	4591
102-120	TYPE III BARRICADE	ED	4289	522-33	CONCRETE SIDEWALK AND DRIVEWAYS, 68" THICK	LF	4733
102-120	TYPE III BARRICADE	ED	4289	522-34	CONCRETE SIDEWALK AND DRIVEWAYS, 70" THICK	LF	4875
102-120	TYPE III BARRICADE	ED	4289	522-35	CONCRETE SIDEWALK AND DRIVEWAYS, 72" THICK	LF	5017
102-120	TYPE III BARRICADE	ED	4289	522-36	CONCRETE SIDEWALK AND DRIVEWAYS, 74" THICK	LF	5159
102-120	TYPE III BARRICADE	ED	4289	522-37	CONCRETE SIDEWALK AND DRIVEWAYS, 76" THICK	LF	5301
102-120	TYPE III BARRICADE	ED	4289	522-38	CONCRETE SIDEWALK AND DRIVEWAYS, 78" THICK	LF	5443
102-120	TYPE III BARRICADE	ED	4289	522-39	CONCRETE SIDEWALK AND DRIVEWAYS, 80" THICK	LF	5585
102-120	TYPE III BARRICADE	ED	4289	522-40	CONCRETE SIDEWALK AND DRIVEWAYS, 82" THICK	LF	5727
102-120	TYPE III BARRICADE	ED	4289	522-41	CONCRETE SIDEWALK AND DRIVEWAYS, 84" THICK	LF	5869
102-120	TYPE III BARRICADE	ED	4289	522-42	CONCRETE SIDEWALK AND DRIVEWAYS, 86" THICK	LF	6011
102-120	TYPE III BARRICADE	ED	4289	522-43	CONCRETE SIDEWALK AND DRIVEWAYS, 88" THICK	LF	6153
102-120	TYPE III BARRICADE	ED	4289	522-44	CONCRETE SIDEWALK AND DRIVEWAYS, 90" THICK	LF	6295
102-120	TYPE III BARRICADE	ED	4289	522-45	CONCRETE SIDEWALK AND DRIVEWAYS, 92" THICK	LF	6437
102-120	TYPE III BARRICADE	ED	4289	522-46	CONCRETE SIDEWALK AND DRIVEWAYS, 94" THICK	LF	6579
102-120	TYPE III BARRICADE	ED	4289	522-47	CONCRETE SIDEWALK AND DRIVEWAYS, 96" THICK	LF	6721
102-120	TYPE III BARRICADE	ED	4289	522-48	CONCRETE SIDEWALK AND DRIVEWAYS, 98" THICK	LF	6863
102-120	TYPE III BARRICADE	ED	4289	522-49	CONCRETE SIDEWALK AND DRIVEWAYS, 100" THICK	LF	7005
102-120	TYPE III BARRICADE	ED	4289	522-50	CONCRETE SIDEWALK AND DRIVEWAYS, 102" THICK	LF	7147
102-120	TYPE III BARRICADE	ED	4289	522-51	CONCRETE SIDEWALK AND DRIVEWAYS, 104" THICK	LF	7289
102-120	TYPE III BARRICADE	ED	4289	522-52	CONCRETE SIDEWALK AND DRIVEWAYS, 106" THICK	LF	7431
102-120	TYPE III BARRICADE	ED	4289	522-53	CONCRETE SIDEWALK AND DRIVEWAYS, 108" THICK	LF	7573
102-120	TYPE III BARRICADE	ED	4289	522-54	CONCRETE SIDEWALK AND DRIVEWAYS, 110" THICK	LF	7715
102-120	TYPE III BARRICADE	ED	4289	522-55	CONCRETE SIDEWALK AND DRIVEWAYS, 112" THICK	LF	7857
102-120	TYPE III BARRICADE	ED	4289	522-56	CONCRETE SIDEWALK AND DRIVEWAYS, 114" THICK	LF	8000
102-120	TYPE III BARRICADE	ED	4289	522-57	CONCRETE SIDEWALK AND DRIVEWAYS, 116" THICK	LF	8142
102-120	TYPE III BARRICADE	ED	4289	522-58	CONCRETE SIDEWALK AND DRIVEWAYS, 118" THICK	LF	8284
102-120	TYPE III BARRICADE	ED	4289	522-59	CONCRETE SIDEWALK AND DRIVEWAYS, 120" THICK	LF	8426
102-120	TYPE III BARRICADE	ED	4289	522-60	CONCRETE SIDEWALK AND DRIVEWAYS, 122" THICK	LF	8568
102-120	TYPE III BARRICADE	ED	4289	522-61	CONCRETE SIDEWALK AND DRIVEWAYS, 124" THICK	LF	8710
102-120	TYPE III BARRICADE	ED	4289	522-62	CONCRETE SIDEWALK AND DRIVEWAYS, 126" THICK	LF	8852
102-120	TYPE III BARRICADE	ED	4289	522-63	CONCRETE SIDEWALK AND DRIVEWAYS, 128" THICK	LF	8994
102-120	TYPE III BARRICADE	ED	4289	522-64	CONCRETE SIDEWALK AND DRIVEWAYS, 130" THICK	LF	9136
102-120	TYPE III BARRICADE	ED	4289	522-65	CONCRETE SIDEWALK AND DRIVEWAYS, 132" THICK	LF	9278
102-120	TYPE III BARRICADE	ED	4289	522-66	CONCRETE SIDEWALK AND DRIVEWAYS, 134" THICK	LF	9420
102-120	TYPE III BARRICADE	ED	4289	522-67	CONCRETE SIDEWALK AND DRIVEWAYS, 136" THICK	LF	9562
102-120	TYPE III BARRICADE	ED	4289	522-68	CONCRETE SIDEWALK AND DRIVEWAYS, 138" THICK	LF	9704
102-120	TYPE III BARRICADE	ED	4289	522-69	CONCRETE SIDEWALK AND DRIVEWAYS, 140" THICK	LF	9846
102-120	TYPE III BARRICADE	ED	4289	522-70	CONCRETE SIDEWALK AND DRIVEWAYS, 142" THICK	LF	9988
102-120	TYPE III BARRICADE	ED	4289	522-71	CONCRETE SIDEWALK AND DRIVEWAYS, 144" THICK	LF	10130
102-120	TYPE III BARRICADE	ED	4289	522-72	CONCRETE SIDEWALK AND DRIVEWAYS, 146" THICK	LF	10272
102-120	TYPE III BARRICADE	ED	4289	522-73	CONCRETE SIDEWALK AND DRIVEWAYS, 148" THICK	LF	10414
102-120	TYPE III BARRICADE	ED	4289	522-74	CONCRETE SIDEWALK AND DRIVEWAYS, 150" THICK	LF	10556
102-120	TYPE III BARRICADE	ED	4289	522-75	CONCRETE SIDEWALK AND DRIVEWAYS, 152" THICK	LF	10698
102-120	TYPE III BARRICADE	ED	4289	522-76	CONCRETE SIDEWALK AND DRIVEWAYS, 154" THICK	LF	10840
102-120	TYPE III BARRICADE	ED	4289	522-77	CONCRETE SIDEWALK AND DRIVEWAYS, 156" THICK	LF	10982
102-120	TYPE III BARRICADE	ED	4289	522-78	CONCRETE SIDEWALK AND DRIVEWAYS, 158" THICK	LF	11124
102-120	TYPE III BARRICADE	ED	4289	522-79	CONCRETE SIDEWALK AND DRIVEWAYS, 160" THICK	LF	11266
102-120	TYPE III BARRICADE	ED	4289	522-80	CONCRETE SIDEWALK AND DRIVEWAYS, 162" THICK	LF	11408
102-120	TYPE III BARRICADE	ED	4289	522-81	CONCRETE SIDEWALK AND DRIVEWAYS, 164" THICK	LF	11550
102-120	TYPE III BARRICADE	ED	4289	522-82	CONCRETE SIDEWALK AND DRIVEWAYS, 166" THICK	LF	11692
102-120	TYPE III BARRICADE	ED	4289	522-83	CONCRETE SIDEWALK AND DRIVEWAYS, 168" THICK	LF	11834
102-120	TYPE III BARRICADE	ED	4289	522-84	CONCRETE SIDEWALK AND DRIVEWAYS, 170" THICK	LF	11976
102-120	TYPE III BARRICADE	ED	4289	522-85	CONCRETE SIDEWALK AND DRIVEWAYS, 172" THICK	LF	12118
102-120	TYPE III BARRICADE	ED	4289	522-86	CONCRETE SIDEWALK AND DRIVEWAYS, 174" THICK	LF	12260
102-120	TYPE III BARRICADE	ED	4289	522-87	CONCRETE SIDEWALK AND DRIVEWAYS, 176" THICK	LF	12402
102-120	TYPE III BARRICADE	ED	4289	522-88	CONCRETE SIDEWALK AND DRIVEWAYS, 178" THICK	LF	12544
102-120	TYPE III BARRICADE	ED	4289	522-89	CONCRETE SIDEWALK AND DRIVEWAYS, 180" THICK	LF	12686
102-120	TYPE III BARRICADE	ED	4289	522-90	CONCRETE SIDEWALK AND DRIVEWAYS, 182" THICK	LF	12828
102-120	TYPE III BARRICADE	ED	4289	522-91	CONCRETE SIDEWALK AND DRIVEWAYS, 184" THICK	LF	12970
102-120	TYPE III BARRICADE	ED	4289	522-92	CONCRETE SIDEWALK AND DRIVEWAYS, 186" THICK	LF	13112
102-120	TYPE III BARRICADE	ED	4289	522-93	CONCRETE SIDEWALK AND DRIVEWAYS, 188" THICK	LF	13254
102-120	TYPE III BARRICADE	ED	4289	522-94	CONCRETE SIDEWALK AND DRIVEWAYS, 190" THICK	LF	13396
102-120	TYPE III BARRICADE	ED	4289	522-95	CONCRETE SIDEWALK AND DRIVEWAYS, 192" THICK	LF	13538
102-120	TYPE III BARRICADE	ED	4289	522-96	CONCRETE SIDEWALK AND DRIVEWAYS, 194" THICK	LF	13680
102-120	TYPE III BARRICADE	ED	4289	522-97	CONCRETE SIDEWALK AND DRIVEWAYS, 196" THICK	LF	13822
102-120	TYPE III BARRICADE	ED	4289	522-98	CONCRETE SIDEWALK AND DRIVEWAYS, 198" THICK	LF	13964
102-120	TYPE III BARRICADE	ED	4289	522-99	CONCRETE SIDEWALK AND DRIVEWAYS, 200" THICK	LF	14106
102-120	TYPE III BARRICADE	ED	4289	523-00	CONCRETE SIDEWALK AND DRIVEWAYS, 202" THICK	LF	14248
102-120	TYPE III BARRICADE	ED	4289	523-01	CONCRETE SIDEWALK AND DRIVEWAYS, 204" THICK	LF	14390
102-120	TYPE III BARRICADE	ED	4289	523-02	CONCRETE SIDEWALK AND DRIVEWAYS, 206" THICK	LF	14532
102-120	TYPE III BARRICADE	ED	4289	523-03	CONCRETE SIDEWALK AND DRIVEWAYS, 208" THICK	LF	14674
102-120	TYPE III BARRICADE	ED	4289	523-04	CONCRETE SIDEWALK AND DRIVEWAYS, 210" THICK	LF	14816
102-120	TYPE III BARRICADE	ED	4289	523-05	CONCRETE SIDEWALK AND DRIVEWAYS, 212" THICK	LF	14958
102-120	TYPE III BARRICADE	ED	4289	523-06	CONCRETE SIDEWALK AND DRIVEWAYS, 214" THICK	LF	15100
102-120	TYPE III BARRICADE	ED	4289	523-07	CONCRETE SIDEWALK AND DRIVEWAYS, 216" THICK	LF	15242
102-120	TYPE III BARRICADE	ED	4289	523-08	CONCRETE SIDEWALK AND DRIVEWAYS, 218" THICK	LF	15384
102-120	TYPE III BARRICADE						

**SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES**

LOCATION	SIDE	AREA ID	SEDIMENT BARRIER		FLOATING TURBIDITY BARRIER		STAKED TURBIDITY BARRIER		SOIL TRACKING PREVENTION DEVICE		DESIGN NOTES	CONSTRUCTION REMARKS
			LF	F	LF	F	LF	F	LF	F		
161+36.04 to 213+61.53	RT		6656.2									
164+63.27 to 171+80.22	LT		2843.0									
171+80.22 to 193+26.21	LT		2303.1									
193+46.21 to 203+60.00	LT		1013.8									
203+80.00 to 245+23.17	LT		5222.6									
215+53.74 to 219+30.00	RT		391.3									
219+30.00 to 244+75.32	RT		2622.4									
244+95.17 to 294+06.55	RT		5927.5									
245+44.31 to 294+89.72	LT		6235.7									
266+23.23 to 266+54.41	RT		38.2									
294+37.55 to 300+86.12	RT		680.0									
295+12.01 to 300+60.20	LT		544.7									
300+60.20 to 300+86.12	LT/RT		148.3									
301+66.06 to 301+91.52	LT/RT		148.2									
301+66.06 to 306+69.97	LT		500.7									
301+91.52 to 306+17.53	RT		445.6									
306+46.66 to 314+28.38	RT		950.0									
306+89.84 to 319+72.09	LT		2513.9									
314+29.48 to 314+31.31	RT		19.8									
314+64.21 to 317+13.42	RT		426.1									
317+33.34 to 318+73.58	RT		294.3									
319+01.67 to 320+14.42	RT		261.6									
319+91.97 to 323+85.76	LT		391.3									
320+34.94 to 325+13.19	RT		498.8									
324+05.89 to 327+42.66	LT		282.2									
325+48.91 to 327+57.27	RT		265.0									
Temporary Erosion Control												
294+26.16 to 294+37.55	RT		12488.0									
294+89.72 to 295+12.01	LT				11.4							
306+17.53 to 306+46.66	RT				22.2							
306+69.97 to 306+89.48	LT				29.3							
319+72.09 to 319+91.97	LT				19.3							
320+14.42 to 320+34.94	RT				19.8							
295+12.71 to 295+32.79	LT/RT				20.7							
305+85.21 to 306+05.29	LT/RT				230.0							
307+17.71 to 307+37.79	LT/RT				230.0							
308+50.21 to 308+70.29	LT/RT				230.0							2
161+39.61 to 161+45.31	RT											
161+95.25 to 162+10.68	RT											
162+01.17 to 162+01.17	RT											
162+01.18 to 162+01.18	LT											
165+02.22 to 165+17.45	LT											
165+04.54 to 165+05.73	RT											
165+95.19 to 166+10.41	LT											
167+61.19 to 167+61.19	RT											
168+07.47 to 168+07.47	RT											
SUB-TOTAL			54100.3		122.5		123		920.0			2
TOTAL			54100.3		123		920		920			2

DATE: 8/20/20	DESCRIPTION: REVISED QUANTITIES	REVISIONS: DATE: DESCRIPTION:
 <b>OKALOOSA COUNTY</b>		
Michael B. Collins, P.E. P.E. LICENSE NUMBER 68603 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945		
<b>SUMMARY OF QUANTITIES</b>		
SHEET NO.		50-8






SUMMARY OF PERFORMANCE TURF

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF (SOD)						DESIGN NOTES	CONSTRUCTION REMARKS
					0570		1		2			
					P	SY	F	SY	P	SY		
STA. TO STA.												
314+00.50 to 314+33.53	RT	67153										
314+00.84 to 314+36.60	RT	67071										
314+33.84 to 314+38.89	RT	67098										
314+36.88 to 314+43.58	RT	67214										
314+55.95 to 314+75.76	RT	67106										
314+59.25 to 314+83.49	RT	67240										
314+62.41 to 314+74.72	RT	67226										
314+79.23 to 323+85.76	LT	61839										
314+85.56 to 317+13.41	RT	61884										
314+88.80 to 327+10.00	LT/RT	61769										
317+33.35 to 318+49.57	RT	61879										
318+58.97 to 318+74.76	RT	67130										
318+61.04 to 318+72.63	RT	67304										
318+71.88 to 318+76.06	RT	67122										
318+72.24 to 318+72.80	RT	67421										
318+96.94 to 319+06.18	RT	67142										
319+00.24 to 319+09.29	RT	67355										
319+03.24 to 319+04.28	RT	67402										
319+03.90 to 319+06.29	RT	67410										
319+14.50 to 325+06.05	RT	61872										
324+05.86 to 327+23.37	LT	61845										
325+05.42 to 325+16.05	RT	61869										
325+46.05 to 325+56.68	RT	61859										
325+56.05 to 327+06.64	RT	61862										
327+06.64 to 327+39.86	RT	61865										
219+50.00 to 221+50.00	LT	74473										
235+50.00 to 239+00.00	LT	74492										
Temporary Erosion Control												
SUB-TOTAL:										2950.3	32080.2	5551.3

1

DATE 8/20/20	DESCRIPTION REVISED QUANTITIES	REVISIONS DATE	DESCRIPTION	 <p>OKALOOSA COUNTY</p>	<p>SUMMARY OF QUANTITIES</p>	SHEET NO. SQ-29
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Michael B. Collins, P.E.  
P.E. LICENSE NUMBER 68603  
HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502-5945






**SUMMARY OF PERFORMANCE TURF**

LOCATION STA. TO STA.	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF (SOD)			DESIGN NOTES	CONSTRUCTION REMARKS
					PERFORMANCE TURF (SOD)				
					0570	1	2		
304+65.66 to 308+17.90	LT	51466							
304+65.66 to 308+18.98	LT	51326							
304+65.86 to 308+19.08	LT	51184							
304+65.94 to 308+19.08	LT	51268							
304+66.09 to 308+17.38	LT	51047							
304+66.15 to 307+39.14	RT	51456							
304+66.16 to 307+77.53	RT	51437							
304+66.16 to 307+80.52	RT	51398							
304+66.16 to 307+86.67	RT	51416							
304+66.16 to 307+88.22	RT	51032							
308+28.44 to 309+16.15	LT	51563							
308+30.42 to 310+66.16	LT	51549							
308+31.94 to 310+66.16	LT	51512							
308+32.96 to 310+67.90	LT	51531							
308+35.19 to 310+67.90	LT	51054							
308+41.16 to 310+66.16	LT	51543							
308+41.16 to 310+66.16	LT	51557							
308+48.06 to 311+10.40	RT	51063							
308+49.62 to 311+12.22	RT	51639							
308+55.22 to 311+12.30	RT	51605							
308+58.03 to 311+12.39	RT	51657							
308+63.44 to 311+12.62	RT	51701							
309+76.16 to 310+66.16	LT	51571							
309+96.16 to 311+12.45	RT	51694							
309+96.16 to 311+12.45	RT	51672							
311+24.25 to 314+99.29	RT	51994							
311+24.28 to 314+99.29	RT	52024							
311+24.30 to 314+99.29	RT	52014							
311+24.39 to 314+99.29	RT	51984							
311+24.44 to 314+99.29	RT	52004							
311+24.48 to 314+99.29	RT	51969							
311+25.87 to 314+99.29	RT	51014							
313+61.19 to 314+58.49	LT	51866							
313+61.29 to 314+56.19	LT	51080							
313+61.29 to 314+57.99	LT	51768							
313+61.29 to 314+58.08	LT	51752							
313+61.29 to 314+58.16	LT	51802							
313+76.16 to 314+58.22	LT	51793							
313+81.16 to 314+50.61	LT	51840							
314+70.06 to 314+99.34	LT	51900							
314+70.06 to 314+99.35	LT	51913							
314+70.08 to 314+99.33	LT	51919							
314+70.09 to 314+99.33	LT	51891							
314+70.22 to 314+99.32	LT	51934							
314+71.65 to 314+99.35	LT	51075							
314+76.16 to 314+99.32	LT	51928							
SUB-TOTAL:					4941.3				
TOTAL:					125998				

58500

<b>REVISIONS</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>DESCRIPTION</b>
8/20/20	1		REVISED QUANTITIES

Michael B. Collins, P.E.  
P.E. LICENSE NUMBER 68603  
HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502-5945



**OKALOOSA COUNTY**

**SUMMARY OF QUANTITIES**

8/20/2020

3:50:35 PM


94A1376-000846-07733762-000-Rev-02-2017.dwg

SHEET NO. **SQ-17**

**SUMMARY OF PERFORMANCE TURF**

LOCATION	SIDE	AREA ID	LENGTH	WIDTH	PERFORMANCE TURF (SOD)						DESIGN NOTES	CONSTRUCTION REMARKS	
					0570		1		2				
					P	F	P	F	P	F			
STA. TO STA.													
1026+00.00 to 1027+47.18	RT	53716											22.3
1027+08.82 to 1027+47.18	RT	59676											50.5
1027+14.82 to 1027+47.18	LT	59636											9.9
1000+28.67 to 1000+35.49	LT	52162											26.3
1029+09.26 to 1043+32.93	LT	54548											475.9
1029+09.26 to 1043+39.67	LT	54211											319.8
1029+09.26 to 1043+39.74	LT	54547											741.3
1029+22.70 to 1045+71.63	RT	54245											245.5
1043+60.26 to 1057+51.98	LT	54398											316.5
1043+60.33 to 1057+52.00	LT	54209											312.1
1043+67.03 to 1057+45.35	LT	54391											461.1
1046+08.37 to 1057+43.38	RT	54238											166.6
1057+71.79 to 1070+95.85	LT	54207											294.0
1057+71.81 to 1070+95.87	LT	54361											437.2
1057+78.43 to 1070+89.15	LT	54361											437.2
1057+80.41 to 1068+62.77	RT	54237											159.0
1068+99.24 to 1076+76.76	RT	54236											118.9
1071+16.04 to 1075+93.98	LT	54287											105.5
1071+16.06 to 1077+00.00	LT	54205											128.8
1071+22.76 to 1076+85.88	LT	54340											173.4
1071+81.40 to 1077+51.50	RT	56043											4537.4
1072+46.44 to 1077+91.93	RT	56000											2401.9
1072+60.67 to 1077+78.07	RT	56024											2388.9
1075+94.05 to 1077+00.00	LT	59795											23.8
1076+63.98 to 1078+08.84	RT	59850											568.6
1076+95.46 to 1083+87.53	RT	54092											268.9
1077+00.00 to 1082+49.97	LT	54848											1673.2
1077+00.00 to 1082+49.98	LT	53972											119.8
1082+65.09 to 1085+72.50	LT	53970											66.2
1082+86.25 to 1086+03.15	LT	56409											3829.9
1083+96.75 to 1087+02.76	LT	56380											2401.9
1083+81.76 to 1087+17.32	LT	56347											1871.1
1084+12.47 to 1116+89.10	RT	53954											1270.6
1085+60.77 to 1085+60.77	LT	56380											1334.5
1086+08.12 to 1087+31.13	LT	56423											453.6
1114+41.02 to 1116+00.51	LT	57057											118.2
1114+43.20 to 1116+00.51	LT	57012											118.2
1114+45.91 to 1115+95.43	LT	57042											811.1
1116+27.62 to 1116+89.10	LT	53956											131.2
Temporary Erosion Control													13498
SUB-TOTAL:											42634.4		

1

REVISIONS DATE: 8/20/20 DESCRIPTION: 1. REVISED QUANTITIES		OKALOOSA COUNTY	SUMMARY OF QUANTITIES
Michael B. Collins, P.E. P.E. LICENSE NUMBER 68603 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945			
		8/20/2020 3:50:53 PM P:\A\3166\000846\07733762.DWG, Rev. 02, 3/1/2009, 13/06/2020, Rev. 02	SHEET NO. SQ-22

# Meeting Attendance

Project: ITB PW 65-20 Southwest Crestview Bypass: Phase V and East-West Connector

Subject: Pre-Bid Conference

Date: Monday, August 17, 2020 Time: 9:30 AM

Location: Okaloosa County Administration Building (Commission Chambers)  
In-Person Attendance

Attendee	Organization	Email	Phone Number
Ryan McGhee	ADR	ryan.mcghee@hdrinc.com	850-429-8901 ✓
Allen Vinson	HDR	Allen.Vinson@hdrinc.com	850-429-8909 ✓
Brad Collins	HDR	Michael.Collins@hdrinc.com	850-429-8931 ✓
Brad Brenner	HDR	Brad.Brenner@hdrinc.com	850-429-8924 ✓
James VanSteenburg	HDR	James.VanSteenburg@hdrinc.com	850-459-2939 ✓
Chris Canon	SCOTT BRIDGE Co	CCanon@scottbridge.com	334-749-5045 ✓
Gene Strickland	Anderson Columbia	genesanderson@columbia.com	850-526-8297 ✓
Mike Dooley	Coldwater Comm & Ind	Mike@coldwaterci.com	850-585-9000 ✓
Marc Bonifay	City of Crestview		✓
Kyle Lusk	City of Crestview		✓
Kevin Buchanan	Anderson Columbia	Kevin@andersoncolumbia.com	850-209-9076 ✓
JOE Rutkowski	Mechanic Valley Materials	JR@mechanicvalleymaterials.com	315-271-6216 ✓
STEVE SCHMIDT	OKALOOSA COUNTY	SSCHMIDT@MYOKALOOSA.COM	850-423-4886
ROY TERREY	OKALOOSA COUNTY	rterrey@myokaloosa.com	850-689-5772



# Meeting Attendance

Project: ITB PW 65-20 Southwest Crestview Bypass: Phase V and East-West Connector

Subject: Pre-Bid Conference

Date: Monday, August 17, 2020 Time: 9:30 AM

Location: Okaloosa County Administration Building (Commission Chambers)  
Virtual Attendance via ZOOM

Attendee	Organization	Email	Phone Number
Ryan Lawrence	Superior Construction	ss@superiorconstruction	904-292-4240
Bayn Powell	CWR Contracting	bpowell@cwcontracting	850-835-3500
Ramon Asari	GRF Construction	ramonasari@slfusaj.com	305-371-5228
Jacob Arndt	GRF Contracting	jarndt@gaccontracting.com	850-326-1471
Jay Wilson	Murphree Bridge	jjwilson@trayco.net	334-566-0756
Mathew McCoy			
Evan Lawrence	Superior Construction	e.lawrence@superiorconstruction.com	
Todd Smith	RBM Contracting	rhm.coordinator@gmail.com	850-622-1434
Carey Pelletier	Anderson Columbia	Carey.pelletier@andersoncolumbia.com	386-292-4210
Robert Kellner	HDR		
Eben Wells	F-W Construction	ewells@fandwconst.com	334-299-3502
Brad Williams	Krewitt	brad.williams@kitwit.com	813-357-5222



ADDENDUM NO. 2

TO: ALL BIDDERS  
PROJECT: ITB PW 65-20 SOUTHWEST CRESTVIEW BYPASS (PHASE V AND EAST-WEST CONNECTOR)  
BID TIME AND DATE: 3:30 PM LOCAL TIME, SEPTEMBER 16, 2020 (**NOTE CHANGE**)

August 28, 2020

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

**ITEM NO. 1 – QUESTIONS SUBMITTED BY BIDDERS**

**Question 1:** *“Please confirm that a Builders Risk Policy for the full value of the project is required (Reference General Conditions 00700 Section 6.05).”*

**Answer 1:** Bidders are advised to disregard any need by Owner for Contractor to furnish a Builders Risk Policy.

---

**Question 2:** *“Can you please provide an Excel spreadsheet for the bid tabulation?”*

**Answer 2:** An Excel spreadsheet is provided for bidder’s convenience. The use of this spreadsheet is not required. By using the spreadsheet Bidder assumes the accuracy therein. At Bidder’s option, Bidder may handprint the bid form provided (see Addendum 1 for prior revision to the bid form) or may print the pages from the spreadsheet and insert into the Addendum 1 Bid Form Section 00410. In accordance with Instructions to Bidders, Section 00100 Article 15, any discrepancies will be resolved in favor of the unit price submitted times the estimated quantity in the bid form for that item of work.

---

**Question 3:** *“Requesting that the bid date be extended due to Labor Day Holiday 09/07/2020.”*

**Answer 3:** The Bid Date and Time is hereby revised to **September 16, 2020 at 3:30 PM local time**. Further, the last day to submit questions (Section 00150 in the project manual) is hereby revised to **September 4, 2020 at 3:00 PM local time**.

---

**Question 4:** “Can pond plan sheets (102-111 E-W Connector) be provided that contain existing contour lines?”

**Answer 4:** Copies of pond plan sheets 102-111, E-W Connector that depict the existing contour lines are attached to this Addendum. The sheets are marked For Information Only.

---

**Question 5:** “Will the County be issuing fuel and/or bituminous adjustments for this job?”

**Answer 5:** Yes. Section 00520 Article 9.01.A.13.a is revised to read:

- a. Division 1 (Section 6: Subarticles 6-1 to 6-4 and Section 9: Subarticles 9-1 to 9-4).
- 

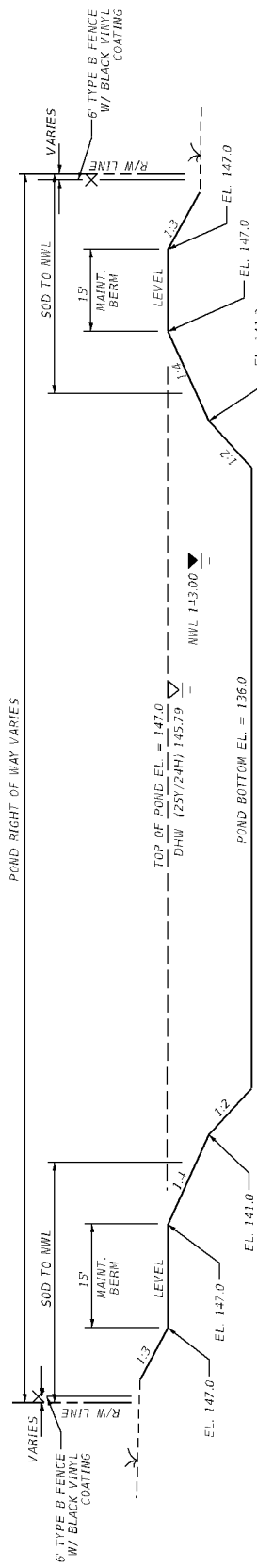
RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, ‘ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A’ in SECTION 00410.

/s/ Roy Petrey \_\_\_\_\_  
Roy Petrey, P.E.  
Project Manager

Attachments Sheet No. 102 – 111, East – West Connector Roadway Plans  
Electronic Copy of Pages from Bid Form (Excel Format) named, “*Spreadsheet – Excerpts from Bid Form 00410 from Addendum 1.xlsx*”

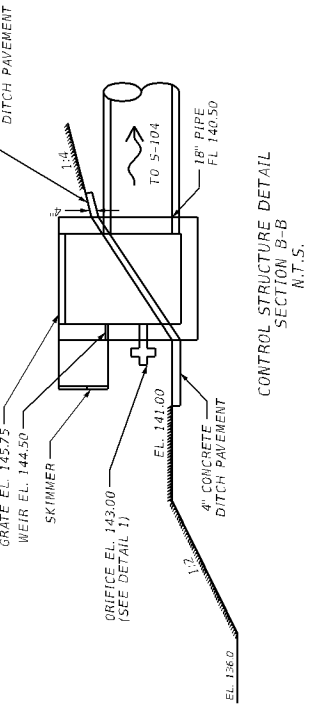
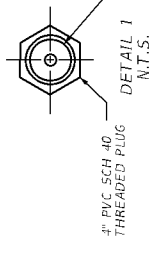
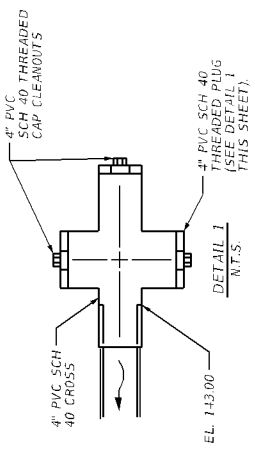


FOR INFORMATIONAL PURPOSES ONLY



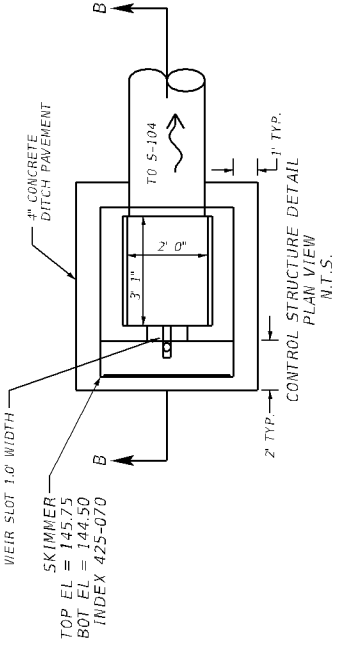
**POND EWC-1A TYPICAL (N.T.S.)**  
**TAKEN ALONG SECTION A-A**  
 POND RIGHT OF WAY VARIES

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



**CONTROL STRUCTURE DETAIL**  
**SECTION B-B**  
 N.T.S.

**S-103**  
 STA. 1016+53.76 (266.94' LT.)  
 CONST. MODIFIED INLET TYPE C  
 WITH SKIMMER  
 GRATE EL. 145.75  
 WEIR EL. 144.50 (1.00' WIDTH)  
 ORIFICE EL. 143.00  
 INDEX NO. 425-052, 425-070  
 FL. 140.50



**CONTROL STRUCTURE DETAIL**  
**PLAN VIEW**  
 N.T.S.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION



**OKALOOSA COUNTY**

**POND DETAILS**  
**POND EWC-1A**

SHEET NO. **103**

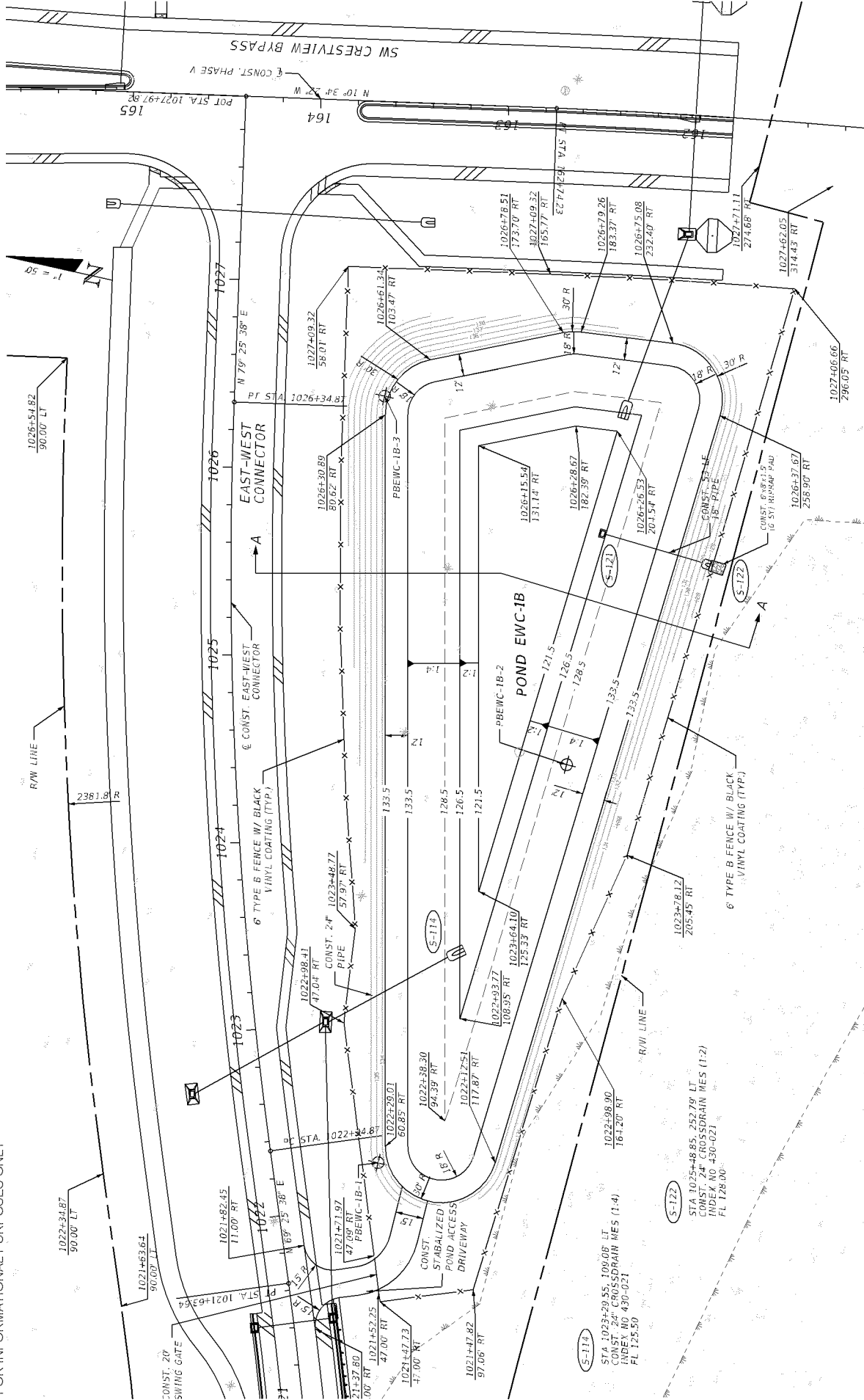
DRAWN BY: J. W. ...

CHECKED BY: ...

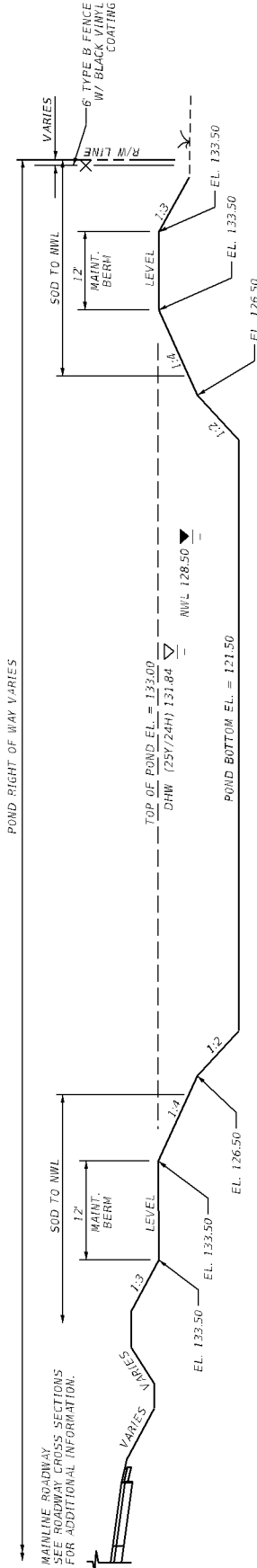
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PROJECT: ...

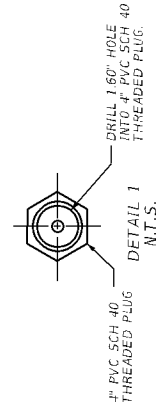
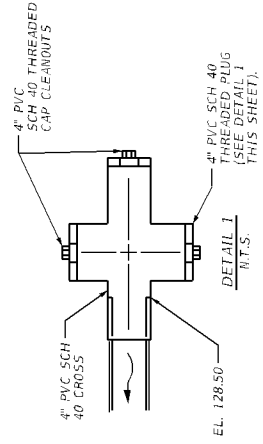
FOR INFORMATIONAL PURPOSES ONLY



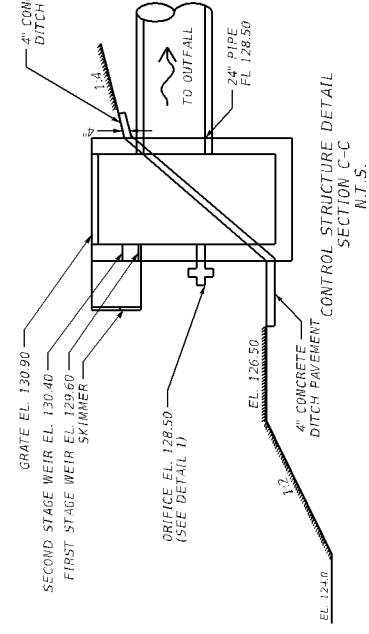
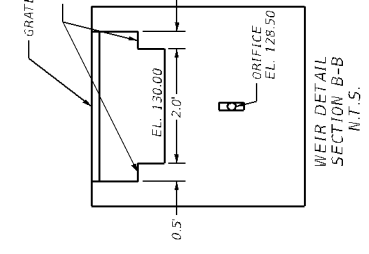
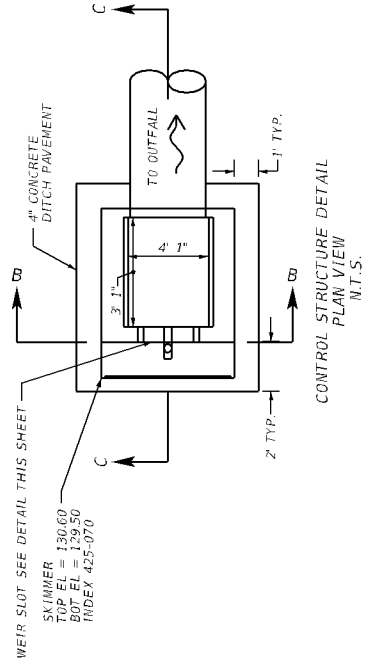
FOR INFORMATIONAL PURPOSES ONLY



**POND EWC-1B TYPICAL (N.T.S.)**  
TAKEN ALONG SECTION A-A  
POND RIGHT OF WAY VARIES



(S-121)  
STA. 1025+66.49 (198.02 RT)  
CONST. MODIFIED INLET TYPE D  
WITH SKIMMER  
ORIFICE EL. 128.50  
WEIR EL. 130.00 (2'00" WIDTH)  
WEIR EL. 130.25 (3'00" WIDTH)  
ORIFICE EL. 128.50  
INDEX NO. 425-052, 425-070  
FL. 128.50  
STR. BOTTOM EL. 126.50



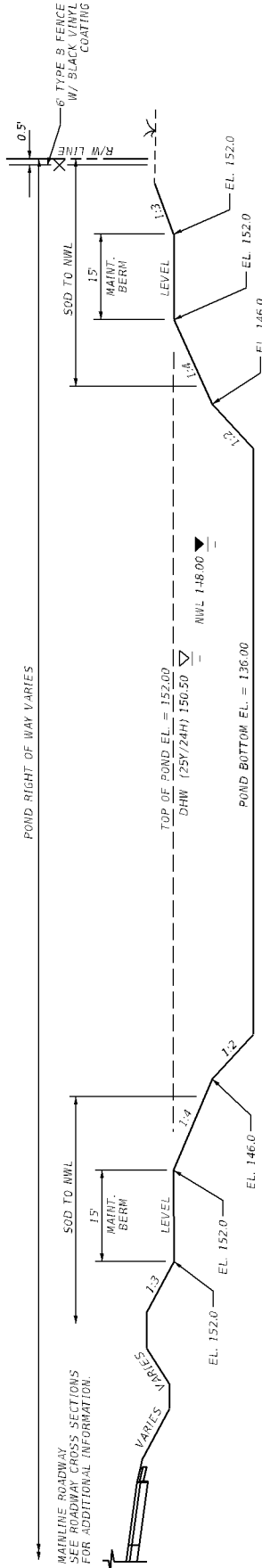
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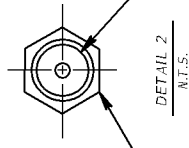
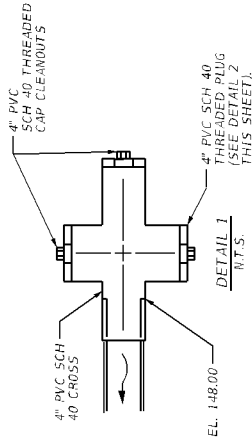
X140414.FU.PE PE LICENSE NUMBER 49940 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945		 <b>OKALOOSA COUNTY</b>	<b>POND DETAILS</b> <b>POND EWC-1B</b>	SHEET NO.	105
				PH: 313.681.0002 FAX: 313.681.0040 B: 877.3030 E: 850.461.7400 P: 850.461.7400	



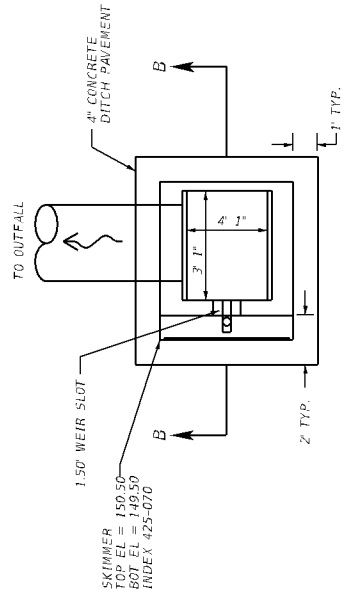
FOR INFORMATIONAL PURPOSES ONLY



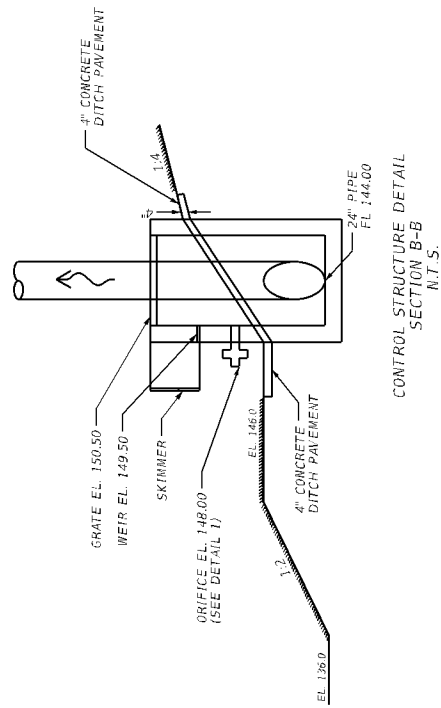
**POND EWC-2 TYPICAL (N.T.S.)**  
 TAKEN ALONG SECTION A-A  
 POND RIGHT OF WAY VARIES



**S-206**  
 STA. 1077+52.79 ( 233+44 RT)  
 CONST. MODIFIED INLET TYPE D  
 WITH SKIMMER  
 WEIR EL. 149.50  
 ORIFICE EL. 148.00  
 INDEX NO. 425-052  
 FL. 144.00



**CONTROL STRUCTURE DETAIL**  
 PLAN VIEW  
 N.T.S.



**CONTROL STRUCTURE DETAIL**  
 SECTION B-B  
 N.T.S.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION



**OKALOOSA COUNTY**

**POND DETAILS**  
**POND EWC-2**

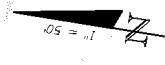
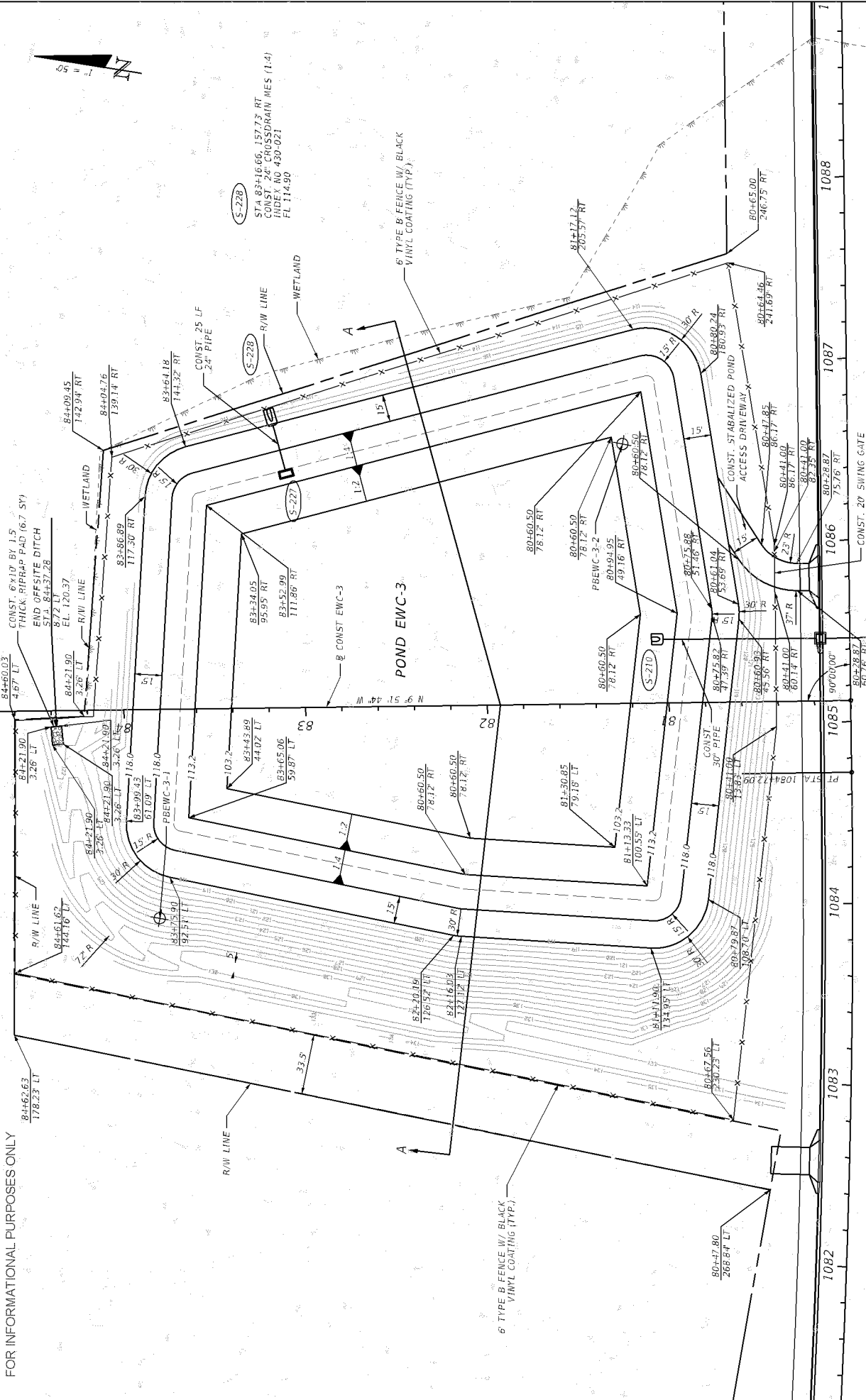
SHEET NO.  
**107**

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 HDR Engineering, Inc.  
 25 West Cedar Street, Suite 200  
 Pensacola, FL 32502-5945

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FOR INFORMATIONAL PURPOSES ONLY



DATE	DESCRIPTION	REVISIONS	DESCRIPTION

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 HDR Engineering, Inc.  
 25 West Cedar Street, Suite 200  
 Pensacola, FL 32502-5945



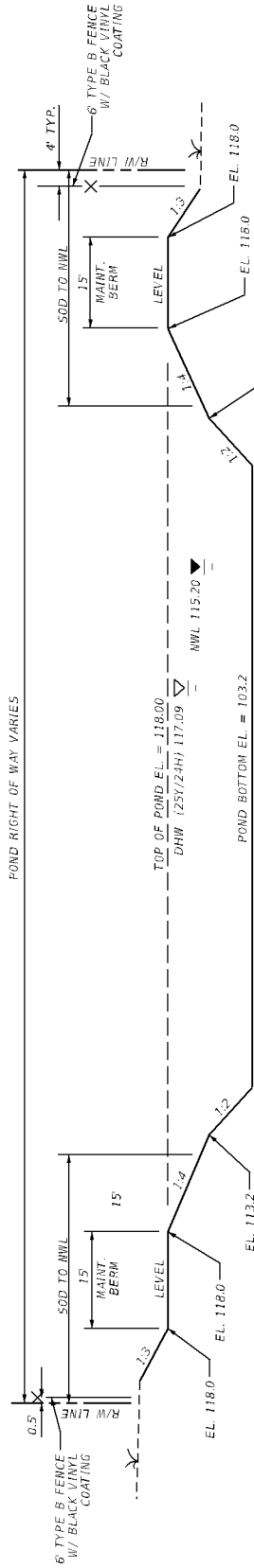
**OKALOOSA COUNTY**

**POND PLAN  
 POND EWC-3**

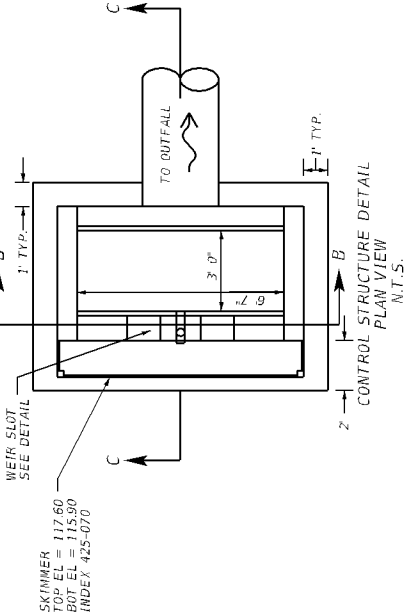
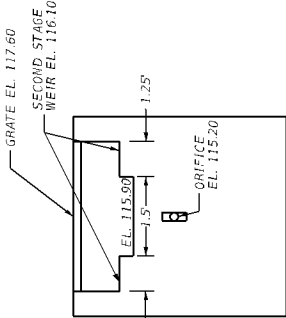
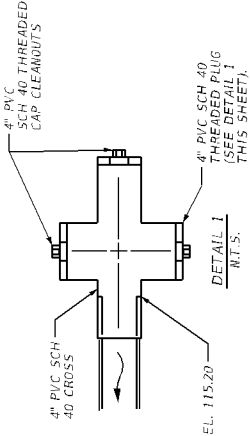
SHEET NO. 108

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

FOR INFORMATIONAL PURPOSES ONLY



**POND EWC-3 TYPICAL (N.T.S.)**  
**TAKEN ALONG SECTION A-A**  
 POND RIGHT OF WAY VARIES



5-227  
 STA. 83+09.06 (128.70' RT.)  
 WITH SKIMMER AND INLET TYPE H  
 GRATE EL. 117.60  
 STAGE 1 WEIR EL. 115.90 (1.50' WIDTH)  
 STAGE 2 WEIR EL. 116.10 (4.00' WIDTH)  
 ORIFICE EL. 115.20  
 INDEX 425-052  
 STR. BOTTOM EL. 113.20

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

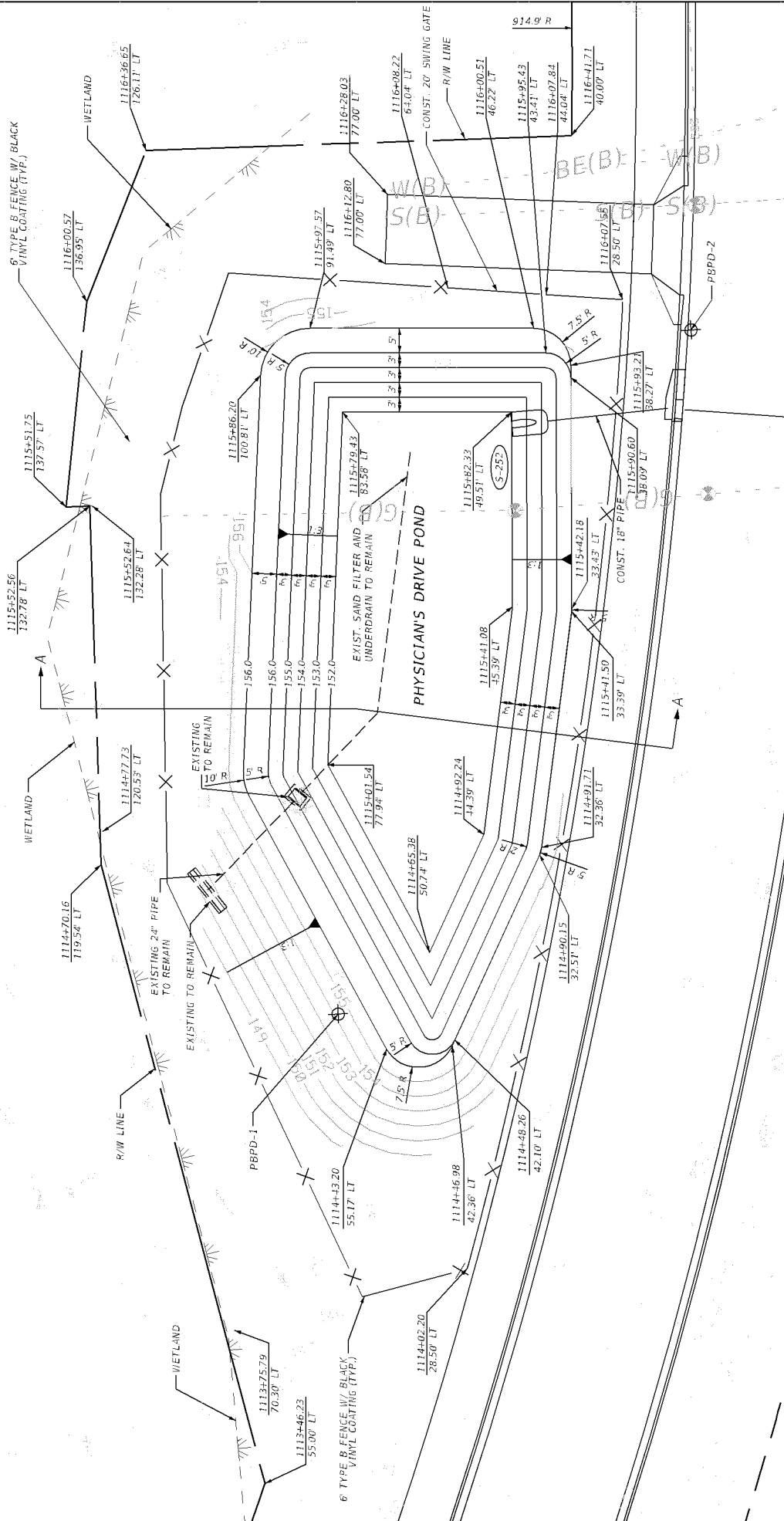
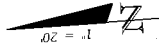
  

		<b>OKALOOSA COUNTY</b>	<b>POND DETAILS</b> <b>POND EWC-3</b>	SHEET NO. <b>109</b>
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XIADYL FU PE PE LICENSE NUMBER 49940 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945	8/27/2020 12:07:44 PM P:\13182\1002046\TOP\413\810.DWG 8/27/2020 12:07:44 PM
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FOR INFORMATIONAL PURPOSES ONLY



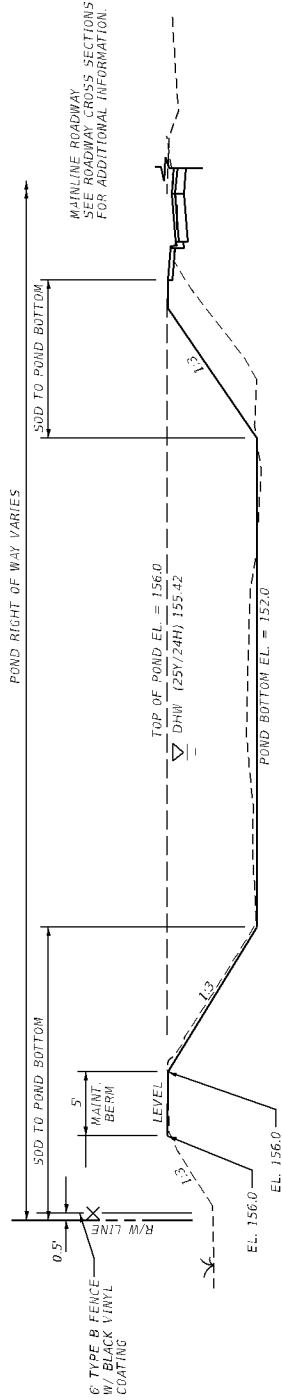
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

KHAOYU FU, P.E. P.E. LICENSE NUMBER 49940 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945			OKALOOSA COUNTY  <b>PHYSICIANS DRIVE POND</b>	SHEET NO.  110
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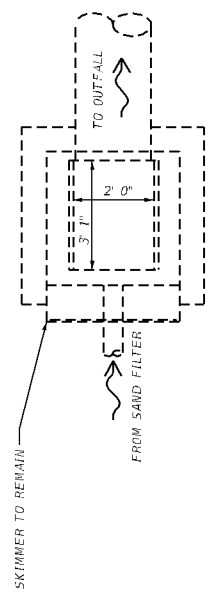
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

FOR INFORMATIONAL PURPOSES ONLY



PHYSICIAN'S DRIVE POND TYPICAL (N.T.S.)  
TAKEN ALONG SECTION A-A  
POND RIGHT OF WAY VARIES

5-253  
STA. 114+93.33 ( 82'80" LT.)  
EXISTING STRUCTURE TO REMAIN  
WITH SKIMMER AND SAND FILTER  
GRATE EL. 155.40  
FL. 148.00 (TO OUTFALL)  
FL. 148.70 (FROM SAND FILTER)



CONTROL STRUCTURE DETAIL  
PLAN VIEW  
N.T.S.

REVISIONS	
DATE	DESCRIPTION

XIAOYU FU, P.E.  
P.E. LICENSE NUMBER 48940  
HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502-5945



OKALOOSA COUNTY

**POND DETAILS**  
**PHYSICIAN'S DRIVE POND**

SHEET NO.  
III

ADDENDUM NO. 3

TO: ALL BIDDERS  
PROJECT: ITB PW 65-20 SOUTHWEST CRESTVIEW BYPASS (PHASE V AND EAST-WEST CONNECTOR)  
BID TIME AND DATE: 3:30 PM LOCAL TIME, SEPTEMBER 16, 2020

September 8, 2020

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

ITEM NO. 1 – QUESTIONS SUBMITTED BY BIDDERS

**Question 1:** *“Please provide station location of Concrete Class NS, Steps; .20 CY Pay Item No. 0400 0 13 (Ref. Item No. 38, Phase V Roadway Plans Bid Form Addendum 1, Page 00410-4).”*

**Answer 1:** See Roadway (Phase V) Plans and approximate Station 237+49, attributed to UD-2D, underdrain outfall pad. See Roadway Plan Sheet 39 and Summary of Drainage Structures Sheet 21 for more information.

---

**Question 2:** *“CD-01 & CD-04A state that the 42” and 48” pipe must be corrugated PVC. However, there are not manufacturers of these pipe sizes in PVC. Will HDPE pipe be allowed as an alternative? If no, what alternate materials are allowed (Ref. East-West Roadway Plans Sheet 19)?”*

**Answer 2:** HDPE pipe is allowed for CD-04A, but not for CD-01. Corrugated Polypropylene Pipe and Steel Reinforced Polyethylene pipe are allowed for CD-01 and CD-04A.

---

**Question 3:** *“Is the subgrade under the shared use path to be type B stabilization LBR 40 (Ref East-West Connector Roadway Plans, Sheet 10)?”*

**Answer 3:** Yes, the subgrade shown for the shared use path on typical sections sheets 10-13 should be 12” Type B Stabilization LBR 40.

---

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey \_\_\_\_\_  
Roy Petrey, P.E.  
Project Manager

## ADDENDUM NO. 4

TO: ALL BIDDERS  
PROJECT: ITB PW 65-20 SOUTHWEST CRESTVIEW BYPASS (PHASE V AND EAST-WEST CONNECTOR)  
BID TIME AND DATE: 3:30 PM LOCAL TIME, SEPTEMBER 16, 2020

September 10, 2020

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

### ITEM NO. 1 – QUESTIONS SUBMITTED BY BIDDERS

**Question 1:** *“On page T-7 of the signalization plans for Phase V, there is table listed as “existing signal equipment to be removed” however, there is no bid item listed on the bid schedule for these items. Can you please clarify what the intent is? Are we to carry this cost in the price of the new signal items or have the items been mistakenly been left of the bid schedule? Also, a temporary signal is mentioned however, there is no plan for the temporary signal.”*

**Answer 1:** The three pay items in the ‘Exist. Signal Equip. To Be Removed’ table on Sheet T-7 of the Phase V Signalization Plans were unintentionally omitted from the Summary of Pay Items sheet and Bid Form. Three new pay items have been added to the Bid Form released with this Addendum 4 as Phase V Item No. 146, 147 & 162.

For further clarification, Phase V Item No. 11 (0102 104) and 12 (0102 107 1) are for maintenance of the signal and detection equipment at the US 90 intersection during construction. The Summary of Quantities Sheet SQ-7 within the Phase V Roadway Plans has been revised to reflect that these pay items are for the existing signal rather than a temporary signal.

---

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey  
Roy Petrey, P.E.  
Project Manager

Attachments Document 00410 – Bid Form with Attachments (40 pages) Reading “Addendum 4” in each page’s header.  
Southwest Crestview Bypass (Phase V Roadway) Sheet No. 4, Rev 2 dated 9/10/20, “Summary of Pay Items”  
Southwest Crestview Bypass (Phase V Roadway) Sheet No. SQ-7, Rev 2 dated 9/10/20, “Summary of Quantities”  
Southwest Crestview Bypass (Phase V Signalization) Sheet No. T-3, Rev 2 dated 9/10/20, “Tabulation of Quantities”  
Southwest Crestview Bypass (Phase V Signalization) Sheet No. T-4, Rev 2 dated 9/10/20, “Tabulation of Quantities”  
Southwest Crestview Bypass (Phase V Signalization) Sheet No. T-7, Rev 2 dated 9/10/20, “Signalization Plan”  
Electronic Copy of Pages from Bid Form (Excel Format) named, “*Addendum 4 Spreadsheet – Excerpts from Bid Form 00410.xlsx*” (See Note following concerning use of this spreadsheet)

Note concerning use of the Excel Spreadsheet: The Excel spreadsheet is provided for bidder’s convenience. The use of this spreadsheet is not required. By using the spreadsheet Bidder assumes the accuracy therein. At Bidder’s option, Bidder may handprint their bid in the Addendum 4 Bid Form Section 00410 or may print the pages from the spreadsheet and insert into the Addendum 4 Bid Form Section 00410. In accordance with Instructions to Bidders, Section 00100 Article 15, any discrepancies will be resolved in favor of the unit price submitted times the estimated quantity in the bid form for that item of work.



DOCUMENT 00410 – BID FORM WITH ATTACHMENTS
--

## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **Okaloosa County, a political subdivision of the State of Florida.**
- 1.02 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 BIDDER accepts all of the terms and conditions of the Instructions to BIDDERS, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that BIDDER may agree to in writing upon request of OWNER.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, BIDDER represents that:
- A. BIDDER has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the Addenda as defined in Attachment “A”.
  - B. BIDDER has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. BIDDER is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. BIDDER has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. BIDDER has considered the information known to BIDDER itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER; and (3) BIDDER’s safety precautions and programs.
  - F. BIDDER agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### 4.01 BIDDER certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid;
- C. BIDDER has not solicited or induced any individual or entity to refrain from bidding; and
- D. BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- 5.02 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Bid Tabulation for Southwest Crestview Bypass (Phase V)</b>						
<b>Item No.</b>	<b>Pay Item Number</b>	<b>Description</b>	<b>Unit Meas</b>	<b>Plan Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
<b>Roadway (Phase V)</b>						
1	101 1	MOBILIZATION	LS	1	\$	\$
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	0102 2 1	SPECIAL DETOUR 1 TEMP. PAVEMENT	LS	1	\$	\$
4	0102 2 2	SPECIAL DETOUR 2 TEMP. PAVEMENT	LS	1	\$	\$
5	102-2-300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS	1	\$	\$
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	35.3	\$	\$
7	0102 60	WORK ZONE SIGN	ED	38462	\$	\$
8	0102 74 1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	16980	\$	\$
9	0102 76	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	658	\$	\$
10	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	786	\$	\$
11	0102 104	TEMPORARY SIGNALIZATION AND MAINT, INTER	ED	730	\$	\$
12	0102 107 1	TEMP TRAFFIC DETECTION & MAINTEN, INTER	ED	730	\$	\$
13	0102 115	TYPE III BARRICADE	ED	4589	\$	\$
14	0104 10 3	SEDIMENT BARRIER	LF	41612	\$	\$
15	0104 11	FLOATING TURBIDITY BARRIER	LF	123	\$	\$
16	0104 12	STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC	LF	920	\$	\$
17	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$	\$
18	0107 1	LITTER REMOVAL	AC	92.86	\$	\$
19	0107 2	MOWING	AC	3078.79	\$	\$
20	0110 1 1	CLEARING & GRUBBING	LS	1	\$	\$
21	0110 4 10	REMOVAL OF EXIST CONC	SY	108	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
22	0110 7 1	MAILBOX, F&I SINGLE	EA	2	\$	\$
23	0120 1	REGULAR EXCAVATION	CY	833499	\$	\$
24	0120 4	SUBSOIL EXCAVATION	CY	1000	\$	\$
25	0120 6	EMBANKMENT	CY	508378.7	\$	\$
26	0141 70	SETTLEMENT PLATE ASSEMBLY	AS	3	\$	\$
27	0145 1	GEOSYNTHETIC REINFORCED SOIL SLOPE	SF	42870	\$	\$
28	0160 4	TYPE B STABILIZATION	SY	149526	\$	\$
29	0285701	OPTIONAL BASE,BASE GROUP 01	SY	13966	\$	\$
30	0285706	OPTIONAL BASE,BASE GROUP 06	SY	90220	\$	\$
31	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	7062	\$	\$
32	0286 1	TURNOUT CONSTRUCT/DRIVEWAY BASE- OPTIONAL MATERIALS	SY	1464	\$	\$
33	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	6355	\$	\$
34	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	18862.3	\$	\$
35	0337 7 25	ASPH CONC FC,INC BIT,FC-5,PG76-22	TN	3267.1	\$	\$
36	0337 7 82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	TN	1454.9	\$	\$
37	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	64.7	\$	\$
38	0400 0 13	CONCRETE CLASS NS, STEPS	CY	0.2	\$	\$
39	0400 1 2	CONC CLASS I, ENDWALLS	CY	10.34	\$	\$
40	0415 1 1	REINF STEEL- ROADWAY	LB	1072	\$	\$
41	0425 1311	INLETS, CURB, TYPE P-1, <10'	EA	1	\$	\$
42	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	11	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
43	0425 1352	INLETS, CURB, TYPE P-5, >10'	EA	1	\$	\$
44	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	5	\$	\$
45	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$	\$
46	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	28	\$	\$
47	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	3	\$	\$
48	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	4	\$	\$
49	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	2	\$	\$
50	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	4	\$	\$
51	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$	\$
52	0425 1701	INLETS, CURB, TYPE S, <10'	EA	5	\$	\$
53	0425 1881	INLETS, BARRIER WALL, RIG, C&G, <10'	EA	7	\$	\$
54	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$	\$
55	0425 2 62	MANHOLES, P-8, >10'	EA	1	\$	\$
56	0425 2 91	MANHOLES, J-8, <10'	EA	1	\$	\$
57	0425 2 92	MANHOLES, J-8, >10'	EA	1	\$	\$
58	0430174118	PIPE CULV, OPT MATL, ROUND, 18"SD	LF	388	\$	\$
59	0430175115	PIPE CULV, OPT MATL, ROUND, 15"S/CD	LF	30	\$	\$
60	0430175118	PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	4391	\$	\$
61	0430175124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	LF	3000	\$	\$
62	0430175130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	LF	810	\$	\$
63	0430175136	PIPE CULV, OPT MATL, ROUND, 36"S/CD	LF	239	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
64	0430175160	PIPE CULV, OPT MATL, ROUND, 60"S/CD	LF	136	\$	\$
65	0430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER - ELIP/ARCH, 18" S/CD	LF	61	\$	\$
66	0430560120	STRAIGHT CONCRETE ENDWALLS, 60", SINGLE, 30 DEGREES, ROUND	EA	2	\$	\$
67	0430611125	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 18"	EA	2	\$	\$
68	0430611129	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 24"	EA	2	\$	\$
69	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	18	\$	\$
70	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	13	\$	\$
71	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	3	\$	\$
72	0430984125	MITERED END SECT, OPTIONAL RD, 18" SD	EA	18	\$	\$
73	0440 1 20	UNDERDRAIN, TYPE II	LF	365	\$	\$
74	0440 7 31	UNDERDRAIN OUTLET PIPE	LF	235	\$	\$
75	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	178	\$	\$
76	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	5226	\$	\$
77	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	4103	\$	\$
78	520 3	CONCRETE VALLEY GUTTER	LF	117	\$	\$
79	0520 6	SHOULDER GUTTER- CONCRETE	LF	2353	\$	\$
80	0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL VARIABLE WIDTH	SY	131	\$	\$
81	0521 6 31	CONC PARAPET, RETAINING WALL SYS, 27"	LF	178	\$	\$
82	0521 72 43	SHLDR CONC BARRIER, CURB AND GUTTER BARRIER	LF	549	\$	\$
83	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	2703	\$	\$
84	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	381	\$	\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Roadway (Phase V) - (continued)</b>						
85	0527 2	DETECTABLE WARNINGS	SF	138	\$	\$
86	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	54.2	\$	\$
87	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	2713	\$	\$
88	0536 1 1	GUARDRAIL- ROADWAY, GEN TL-3	LF	1890	\$	\$
89	0536 85 20	GUARDRAIL END TREAT- TRAILING ANCHORAGE	EA	3	\$	\$
90	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	3	\$	\$
91	0548 12	RET WALL SYSTEM, PERM, EX BARRIER	SF	7201	\$	\$
92	0550 10222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COAT	LF	15716	\$	\$
93	0550 60234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	EA	7	\$	\$
94	0570 1 1	PERFORMANCE TURF	SY	310389	\$	\$
95	0570 1 2	PERFORMANCE TURF, SOD	SY	127900	\$	\$
96	571 1 13	PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 3	SY	5551	\$	\$
97	0710 11101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	GM	3.009	\$	\$
98	0710 11125	PAINTED PAVT MARK, STD, WHITE, SOLID, 24"	LF	154	\$	\$
99	710 11 141	PAINTED PAVT MARK, STD, WH, DOT GUIDE, 6"	GM	0.085	\$	\$
100	0710 11170	PAINTED PAVT MARK, STD, WHITE, ARROWS	EA	8	\$	\$
101	0710 11201	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	GM	2.482	\$	\$
102	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2340	\$	\$
103	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	320	\$	\$
<b>Subtotal Roadway (Phase V) Item Nos. 1-103</b>						

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (Phase V)</b>						
104	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	23	\$	\$
105	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	13	\$	\$
106	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	3	\$	\$
107	0700 1 50	SINGLE POST SIGN, RELOCATE	AS	1	\$	\$
108	0705 10 1	OBJECT MARKER, TYPE 1	EA	9	\$	\$
109	0705 10 4	OBJECT MARKER, TYPE 4	EA	3	\$	\$
110	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	EA	15	\$	\$
111	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$	\$
112	0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	1107	\$	\$
113	0711 11124	THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR CHEVRONS	LF	410	\$	\$
114	0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	412	\$	\$
115	0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.251	\$	\$
116	0711 11160	THERMOPLASTIC, STD, WHITE, MESSAGE OR SYMBOL	EA	2	\$	\$
117	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	55	\$	\$
118	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	21	\$	\$
119	0711 11241	THERMOPLASTIC, STD, YELLOW, DOT / GUIDE, 6"	GM	0.089	\$	\$
120	0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	LF	854	\$	\$
121	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	16	\$	\$
122	0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	16	\$	\$
123	0711 15101	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 6"	GM	5.143	\$	\$
124	0711 15102	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 8"	GM	0.260	\$	\$



Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (Phase V) - (continued)</b>						
125	0711 15131	THERMOPLASTIC, STD OG ASPHALT SURFACES, WHITE, 6", 10-30 SKIP	GM	4.584	\$	\$
126	0711 15201	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, 6"	GM	4.549	\$	\$
127	0711 15231	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.152	\$	\$
128	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	2.360	\$	\$
129	0711 16131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	GM	0.920	\$	\$
130	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	1.254	\$	\$
131	0711 16231	THERMOPLASTIC, STD OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.074	\$	\$
132	0713103101	PERMANENT TAPE, WHITE, SOLID, 6" CONC BR	GM	1.294	\$	\$
133	0713103131	PERMANENT TAPE, WHITE, SKIP/D, 6" FOR CONC	GM	0.679	\$	\$
134	0713103201	PERMANENT TAPE, YELLOW, SOLID, 6" CONC BR	GM	0.679	\$	\$
135	0713103331	PERMANENT TAPE, BLACK, SKIP/D, 6" FOR CONC	GM	0.679	\$	\$
<b>Subtotal Signing and Pavement Marking (Phase V) Items Nos. 104-135</b>						

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signalization (Phase V)</b>						
136	0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	34049		\$
137	0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	2046		\$
138	0632 7 1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	PI	2		\$
139	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	EA	26		\$
140	0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36"	EA	69		\$
141	0634 4 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1		\$
142	0639 1 121	ELECTRICAL POWER SRV,F&I, MTER FURNISHED BY POWER COMPANY	AS	2		\$
143	0639 2 1	ELECTRICAL SERVICE WIRE, F&I	LF	100		\$
144	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2		\$
145	0641 2 18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-Viii	EA	4		\$
146	0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2		\$
147	0641 2 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	2		\$
148	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	6		\$
149	0649 21 21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78'	EA	1		\$
150	0649 21 27	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78' - 78'	EA	1		\$
151	0650 1 14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	AS	16		\$
152	0650 1 16	VEH TRA SIGNAL,F&I ALUMINUM, 4 S STR 1 W	AS	4		\$
153	0653 1 11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	AS	4		\$
154	0653 1 12	PEDESTRIAN SIGNAL, F&I LED COUNT, 2 WAYS	AS	4		\$
155	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	2		\$
156	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	7		\$
157	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	3		\$
158	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	14		\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signalization (Phase V) - (continued)</b>						
159	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	14		\$
160	0665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	2		\$
161	0670 5110	TRAF CNTL ASSEM, F&I, NEMA	AS	8		\$
162	0670 5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1		\$
163	0700 3201	SIGN PANEL, F&I OM, UP TO 12 SF	EA	2		\$
<b>Subtotal Signalization (Phase V) Item Nos. 136-163</b>					\$	

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Structures (Phase V)</b>						
164	0400 2 4	CONC CLASS II, BRIDGE SUPERSTRUCTURE	CY	4615.0		\$
165	0400 2 10	CONC CLASS II, APPROACH SLABS	CY	217.1		\$
166	0400 4 5	CONC CLASS IV, SUBSTRUCTURE	CY	216.6		\$
167	0400 4 25	CONC CLASS IV, MASS, SUBSTRUCTURE	CY	4505.4		\$
168	0400 7 1	BRIDGE DECK GROOVING	SY	12172		\$
169	0400 9 1	BRIDGE DECK PLANING	SY	12172		\$
170	0400147	COMPOSITE NEOPRENE PADS	CF	115.6		\$
171	0415 1 4	REINF STEEL- SUPERSTRUCTURE	LB	1060093		\$
172	0415 1 5	REINF STEEL- SUBSTRUCTURE	LB	966135		\$
173	0415 1 9	REINF STEEL- APPROACH SLABS	LB	39506		\$
174	0450 2 63	PREST BEAMS: FLORIDA-I BEAM 63"	LF	16115		\$
175	0455 34 5	PRESTRESSED CONCRETE PILING, 24" SQ	LF	21281		\$
176	0455143 5	TEST PILES-PREST CONCRETE,24" SQ	LF	2030		\$
177	0458 1 12	BRIDGE DECK EXPANSION JNT,NEW,STRIP SEAL	LF	549		\$
178	459 71	PILES, POLYETHYLENE SHEETING	EA	356		\$
179	0506 2	BRIDGE DRAINAGE PIPE	LF	105		\$
180	0506 3	BRIDGE DRAINS	EA	2		\$
181	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	3300		\$
182	0520 70	CONCRETE TRAFFIC SEPARATOR, SP- VAR WIDT	SY	2493		\$
183	0521 5 13	CONC TRAF RAIL- BRIDGE, 36" SING SLOPE	LF	3590		\$
184	0521 6 11	CONC PARAPET, PED/BIKE, 27"	LF	3590		\$

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Structures (Phase V) (continued)</b>						
185	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	1017.7		\$
186	0550 10344	FENCING, TYPE R, 7.1-8.0', PARTIAL ENCLOSURE	LF	290		\$
187	0630 2 16	CONDUIT, F& I, EMBEDDED- BARR./RAILINGS	LF	21573		\$
188	0635 3 13	JUNCTION BOX, FURNISH & INSTALL, EMBED	EA	30		\$
<b>Subtotal Structures (Phase V) Item Nos. 164-188</b>					\$	-

<b>Subtotal - Roadway (Phase V) Item Nos. 1-103</b>	\$
<b>Subtotal - Signing and Pavement Marking (Phase V) Item Nos. 104-135</b>	\$
<b>Subtotal - Signalization (Phase V) Item Nos. 136-163</b>	\$
<b>Subtotal - Structures (Phase V) Item Nos. 164-188</b>	\$
<b>Total (Phase V) Item Nos. 1-188</b>	\$

<b>Bid Tabulation for Southwest Crestview Bypass (East-West Connector )</b>						
<b>Item No.</b>	<b>Pay Item Number</b>	<b>Description</b>	<b>Unit Meas</b>	<b>Plan Quantity</b>	<b>Unit Price</b>	<b>Cost</b>
<b>Roadway (East-West Connector)</b>						
1	101 1	MOBILIZATION	LS	1	\$	\$
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
3	102 2 3	SPECIAL DETOUR 3 TEMP. PAVEMENT	LS	1	\$	\$
4	102 2 4	SPECIAL DETOUR 4 TEMP. PAVEMENT	LS	1	\$	\$
5	102 2 300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS	1	\$	\$
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	84.1	\$	\$
7	0102 60	WORK ZONE SIGN	ED	35398	\$	\$
8	0102 74 1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	9058	\$	\$
9	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	358	\$	\$
10	0102 115	TYPE III BARRICADE	ED	2224	\$	\$
11	0104 10 3	SEDIMENT BARRIER	LF	33100	\$	\$
12	0104 11	FLOATING TURBIDITY BARRIER	LF	225	\$	\$
13	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$	\$
14	0104 18	INLET PROTECTION SYSTEM	EA	1	\$	\$
15	0107 1	LITTER REMOVAL	AC	63.38	\$	\$
16	0107 2	MOWING	AC	1327.12	\$	\$
17	0110 1 1	CLEARING & GRUBBING	LS	1	\$	\$
18	110 4 10	REMOVAL OF EXISTING CONCRETE	SY	52	\$	\$
19	0110 7 1	MAILBOX, F&I SINGLE	EA	4	\$	\$
20	0120 1	REGULAR EXCAVATION	CY	257812.7	\$	\$
21	0120 4	SUBSOIL EXCAVATION	CY	9075.3	\$	\$

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Roadway (East-West Connector) - (continued)</b>						
22	0120 6	EMBANKMENT	CY	150930.0	\$	\$
23	0160 4	TYPE B STABILIZATION	SY	65591	\$	\$
24	0285701	OPTIONAL BASE,BASE GROUP 01	SY	18268	\$	\$
25	0285706	OPTIONAL BASE,BASE GROUP 06	SY	33469	\$	\$
26	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	3377	\$	\$
27	0286 1	TURNOUT CONSTRUCT/DRIVEWAY BASE- OPT. MAT.	SY	2370	\$	\$
28	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	2669	\$	\$
29	0334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	685.4	\$	\$
30	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	5825.4	\$	\$
31	0337 7 82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	TN	2647.1	\$	\$
32	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	22.3	\$	\$
33	0400 4 1	CONC CLASS IV, CULVERTS	CY	472.8	\$	\$
34	0415 1 1	REINF STEEL- ROADWAY	LB	131958	\$	\$
35	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	13	\$	\$
36	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	3	\$	\$
37	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$	\$
38	0425 1461	INLETS, CURB, TYPE J-6, <10'	EA	1	\$	\$
39	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	6	\$	\$
40	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	2	\$	\$
41	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	3	\$	\$
42	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	1	\$	\$

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Roadway (East-West Connector) - (continued)</b>						
43	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	1	\$	\$
44	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$	\$
45	0425 1701	INLETS, GUTTER, TYPE S, <10'	EA	2	\$	\$
46	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$	\$
47	0430174118	PIPE CULV, OPT MATL, ROUND, 18" SD	LF	319	\$	\$
48	0430174148	PIPE CLVERT, OPTIONAL MATERIAL, ROUND, 48" SD	LF	112	\$	\$
49	0430175118	PIPE CULV, OPT MATL, ROUND, 18"S/CD	LF	2645	\$	\$
50	0430175124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	LF	1360	\$	\$
51	0430175130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	LF	459	\$	\$
52	0430175142	PIPE CULV, OPT MATL, ROUND, 42"S/CD	LF	268	\$	\$
53	0430542120	STRAIGHT CONCRETE ENDWALLS, 42', SINGLE, 30 DEGREES, ROUND	EA	2	\$	\$
54	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	7	\$	\$
55	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	6	\$	\$
56	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	1	\$	\$
57	0430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	EA	2	\$	\$
58	0430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	2	\$	\$
59	0430984125	MITERED END SECTION, OPTIONAL RD, 18" SD	EA	16	\$	\$
60	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	7767	\$	\$
61	0520 6	SHOULDER GUTTER- CONCRETE	LF	1279	\$	\$
62	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	4473	\$	\$
63	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	164	\$	\$



Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Roadway (East-West Connector) - (continued)</b>						
64	0527 2	DETECTABLE WARNINGS	SF	72	\$	\$
65	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	245.3	\$	\$
66	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	3204	\$	\$
67	0536 1 0	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	LF	647	\$	\$
68	0536 73	GUARDRAIL REMOVAL	LF	290	\$	\$
69	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	2	\$	\$
70	0550 10222	FENCING, TYPE B, 5.1-6.0, W/ VINYL COAT	LF	6702	\$	\$
71	0550 60234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	EA	6	\$	\$
72	0570 1 1	PERFORMANCE TURF	SY	125998	\$	\$
73	0570 1 2	PERFORMANCE TURF, SOD	SY	58500	\$	\$
74	0710 11101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	GM	4.764	\$	\$
75	0710 11160	PAINTED PAVT MARK, STD, WHITE, SYMBOL	EA	2	\$	\$
76	0710 11201	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	GM	4.751	\$	\$
77	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2000	\$	\$
78	1050 14003	UTILITY PIPE, RELOCATE, 5.0-7.9"	LF	120	\$	\$
79	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	160	\$	\$
<b>Subtotal Roadway (East-West Connector) Item Nos. 1-79</b>						

Item No.	Pay Item Number	Description	Unit	Plan Quantity	Unit Price	Cost
<b>Signing and Pavement Marking (East-West Connector)</b>						
80	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	14	\$	\$
81	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	5	\$	\$
82	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	1	\$	\$
83	0705 10 1	OBJECT MARKER, TYPE 1	EA	3	\$	\$
84	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$	\$
85	0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	81	\$	\$
86	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	23	\$	\$
87	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	602	\$	\$
88	0711 11421	THERMOPLASTIC, STD, BLUE, SOLID, 6"	LF	70	\$	\$
89	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	2	\$	\$
90	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	5.026	\$	\$
91	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	3.006	\$	\$
92	0711 16231	THERMOPLASTIC, STD-OTH, YELLOW, SKIP, 6"	GM	0.877	\$	\$

<b>Subtotal Signing and Pavement Marking (East-West Connector) Item Nos. 80-92</b>	
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<b>Subtotal - Roadway (East-West Connector) Item Nos. 1-79</b>	<b>\$</b>
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<b>Subtotal - Signing and Pavement Marking (East-West Connector) Item Nos. 80-92</b>	<b>\$</b>
--	-----------

<b>Total (East-West Connector) Item Nos. 1-92</b>	<b>\$</b>
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<b>SUMMARY OF COST Southwest Crestview Bypass (Phase V and East-West Connector)</b>	
<b>Total (Phase V) Item Nos. 1-188</b>	<b>\$</b>
<b>Total (East-West Connector) Item Nos. 1-92</b>	<b>\$</b>
<b>Grand Total Southwest Crestview Bypass (Phase V &amp; East-West Connector)</b>	<b>\$</b>

\_\_\_\_\_  
Signature of Bidder:

\_\_\_\_\_  
Date:

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 BIDDER agrees that the Work will be substantially complete within 1,095 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1,155 calendar days after the date when the Contract Times commence to run.
- 6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security as discussed in Article 8 of the Instructions to BIDDERS;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor's License Number or Evidence of BIDDER's ability to obtain a State Contractor's License and a covenant by BIDDER to obtain said license within the time for acceptance of Bids; and
  - D. Attachments
    - A. Addendum Acknowledgement
    - B. Schedule of Subcontractors, not required to be submitted with the Bid Package
    - C. Conflict of Interest Disclosure
    - D. Recycled Content
    - E. Drug-Free Workplace Program Certification
    - F. Indemnification and Hold Harmless
    - G. Insurance Compliance Certification
    - H. Cone of Silence Clause
    - I. Federal E-Verify Compliance Certification
    - J. Certification Regarding Child Labor
    - K. Anti-Collusion Statement
    - L. Company Data
    - M. List of References
    - N. Certification Regarding Lobbying
    - O. Vendors on Scrutinized Companies Lists
    - P. Suspension and Debarment
    - Q. SCHEDULE I Contractors Acceptance

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to BIDDERS, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

Bidder: Indicate correct name of bidding entity:

\_\_\_\_\_

By:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

*(If BIDDER is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Federal ID or SS Number: \_\_\_\_\_

Bidder's License No.: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_





DOCUMENT 00410 – CONFLICT OF INTEREST DISCLOSURE – ATTACHMENT “C”

For purposes of determining any possible conflict of interest, all BIDDERS, must disclose if any Okaloosa Board of County commissioner, employee(s), elected official(s) or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “YES” (a county employee, elected official or agency is also associated with your business) or “NO”. If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO: \_\_\_\_\_

**NAME**

**POSITION**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_ Date

\_\_\_\_\_ By (Signature)

\_\_\_\_\_ Firm Name

\_\_\_\_\_ By (Printed)

\_\_\_\_\_ Address

\_\_\_\_\_ Title

\_\_\_\_\_ Address

\_\_\_\_\_ Email

\_\_\_\_\_ Office Number

\_\_\_\_\_ Cell Number



1. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

2. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

3. Material: \_\_\_\_\_

Is the above material: Virgin \_\_\_\_\_ Recycled \_\_\_\_\_ If recycled, what percentage \_\_\_\_\_ %

Describe: \_\_\_\_\_

Is the material packaged/shipped in packaging containing recycled content? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, specify packaging: \_\_\_\_\_

Is the material recyclable after it has reached the end of its intended use? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: \_\_\_\_\_

DOCUMENT 00410 – DRUG-FREE WORKPLACE PROGRAM CERTIFICATION – ATTACHMENT “E”

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee’s community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_ Date

\_\_\_\_\_ By (Signature)

\_\_\_\_\_ Firm Name

\_\_\_\_\_ By (Printed)

\_\_\_\_\_ Address

\_\_\_\_\_ Title

\_\_\_\_\_ Address

\_\_\_\_\_ Email

\_\_\_\_\_ Office Number

\_\_\_\_\_ Cell Number

DOCUMENT 00410 – INDEMNIFICATION AND HOLD HARMLESS – ATTACHMENT “F”

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the OWNER, the Construction Engineering and Inspection (CEI) Consultant, the Design Engineer and the officers and employees of each from liabilities, damages, losses and costs including but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

The Contractor/Subcontractor shall indemnify, defend, save and hold harmless Triumph Gulf Coast Inc., a Florida not-for-profit corporation, Owner, a public body corporate, and all of its officers, directors, agents and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor and its officers, agents or employees.

To the maximum extent permitted by applicable law, Contractor shall indemnify, defend, and hold Florida Gulf & Atlantic Railroad, LLC (FGA) and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of FGA, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of FGA, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against FGA and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors’ agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about FGA’s property.

\_\_\_\_\_
Date

\_\_\_\_\_
By (Signature)

\_\_\_\_\_
Firm Name

\_\_\_\_\_
By (Printed)

\_\_\_\_\_
Address

\_\_\_\_\_
Title

\_\_\_\_\_
Address

\_\_\_\_\_
Email

\_\_\_\_\_
Office Number

\_\_\_\_\_
Cell Number

\_\_\_\_\_
Fax Number

\_\_\_\_\_
After-Hour Number(s)

DOCUMENT 00410 – INSURANCE COMPLIANCE CERTIFICATION – ATTACHMENT “G”

This form is to be completed and signed by you certifying that your policy either meets the insurance requirements as specified in Bid No. ITB PW 65-20, or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

I certify that the insurance requirements have been reviewed.

\_\_\_\_\_

Date

\_\_\_\_\_

By (Signature)

\_\_\_\_\_

Firm Name

\_\_\_\_\_

By (Printed)

\_\_\_\_\_

Address

\_\_\_\_\_

Title

\_\_\_\_\_

Address

\_\_\_\_\_

Email

\_\_\_\_\_

Office Number

\_\_\_\_\_

Cell Number

DOCUMENT 00410 – CONE OF SILENCE CLAUSE – ATTACHMENT “H”

The Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager’s decision whether to consider this information in the decision process.

**Any violation of this policy shall be grounds to disqualify the bidder from consideration during the selection process.**

All bidders must agree to comply with this policy by signing the following statement and including it with their submittal.

I, \_\_\_\_\_, representing \_\_\_\_\_  
Signature Company Name

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

DOCUMENT 00410 – FEDERAL E-VERIFY COMPLIANCE CERTIFICATION – ATTACHMENT “I”

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, BIDDER hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the BIDDER during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

\_\_\_\_\_
Date

\_\_\_\_\_
By (Signature)

\_\_\_\_\_
Firm Name

\_\_\_\_\_
By (Printed)

\_\_\_\_\_
Address

\_\_\_\_\_
Title

\_\_\_\_\_
Address

\_\_\_\_\_
Email

\_\_\_\_\_
Office Number

\_\_\_\_\_
Cell Number

## DOCUMENT 00410 – CERTIFICATION REGARDING CHILD LABOR – ATTACHMENT “J”

In accordance with solicitation provision 45 CFR 22.15, BIDDER hereby certifies the review of the “List of Products Requiring Contractor Certification or Indentured Child Labor” as published by the Department of Labor in accordance with Executive Order 13126 of June 12, 1999 if any end products are used within this Contract as required by the Prohibition of Acquisition of Products Produced by Forced or Indentured Child Labor, 48 CFR 52.222-18. The list identifies products by their country of origin that the Departments of Labor, Treasury and State have a reasonable basis to believe might have been mined, produced or manufactured by forced or indentured child labor. ([www.dol.gov/ilab/](http://www.dol.gov/ilab/)) see (22.1505(a))

The BIDDER certifies that they have made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture as listed for that end product. On the basis of those efforts, the BIDDER certifies that it is not aware of any such use of child labor. Specifically, any electrical equipment is not allowed from China per ORCA Certification 52.222-18.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

---

Date

---

By (Signature)

---

Firm Name

---

By (Printed)

---

Address

---

Title

---

Address

---

Email

---

Office Number

---

Cell Number

DOCUMENT 00410 – ANTI-COLLUSION STATEMENT – ATTACHMENT “K”

The below signed BIDDER has not divulged to, discussed or compared his bid with other BIDDERS and has not colluded with any other BIDDER or parties to bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials.) Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

\_\_\_\_\_

Date

\_\_\_\_\_

By (Signature)

\_\_\_\_\_

Firm Name

\_\_\_\_\_

By (Printed)

\_\_\_\_\_

Address

\_\_\_\_\_

Title

\_\_\_\_\_

Address

\_\_\_\_\_

Email

\_\_\_\_\_

Office Number

\_\_\_\_\_

Cell Number



DOCUMENT 00410 – COMPANY DATA – ATTACHMENT “L”

Bidder’s Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (printed): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email: \_\_\_\_\_

Federal ID or SS Number: \_\_\_\_\_

Bidder’s License Number: \_\_\_\_\_

Emergency After-Hours,  
Weekend or Holiday Contact  
with Number: \_\_\_\_\_

DOCUMENT 00410 – LIST OF REFERENCES – ATTACHMENT “M”

1.	_____	_____
	Company Name	Contact Person
	_____	_____
	Address	Telephone Number
	_____	_____
	City, State, Zip	Email
2.	_____	_____
	Company Name	Contact Person
	_____	_____
	Address	Telephone Number
	_____	_____
	City, State, Zip	Email
3.	_____	_____
	Company Name	Contact Person
	_____	_____
	Address	Telephone Number
	_____	_____
	City, State, Zip	Email

DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “N”

31 U.S.C. 1352, 49 CFR 19, 49 CFR PART 20  
APPENDIX A, 49 CFR PART 20

Certification for Contracts, Grants, Loans and Cooperative Agreements *(to be submitted with each bid or offer exceeding \$100,000)*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)A, any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_ Date

\_\_\_\_\_ By (Signature)

\_\_\_\_\_ Firm Name

\_\_\_\_\_ Title

DOCUMENT 00410 –VENDORS ON SCRUTINIZED COMPANIES LISTS – ATTACHMENT “O”

By executing this Certificate \_\_\_\_\_, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

DOCUMENT 00410 – DEBARMENT & SUSPENSION – ATTACHMENT “P”
--

### **Government Debarment & Suspension**

#### **Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

---

Printed Name and Title of Authorized Representative

---

Signature

---

Date

DOCUMENT 00410 – SCHEDULE I CONTRACTORS ACCEPTANCE – ATTACHMENT “Q”

**SCHEDULE I**

**CONTRACTOR’S ACCEPTANCE**

To and for the benefit of Florida Gulf & Atlantic Railroad, LLC. (“FGA”) and to induce FGA to permit Contractor on or about FGA’s property for the purposes of performing work in accordance with the FGA Agreement dated \_\_\_\_\_, 20 \_\_, between Okaloosa County, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF DOCUMENT 00410 – BID FORM WITH ATTACHMENTS



PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL	PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL
<b>SUMMARY OF SIGNING &amp; PAVEMENT MARKINGS</b>							
700-1-11	SINGLE POST STON, F&I GROUND MOUNT, UP TO 12 SF	AS	23	<b>SUMMARY OF STRUCTURES</b>			
700-1-12	SINGLE POST STON, F&I GROUND MOUNT, 12-20 SF	AS	13	400-2-4	CONCRETE CLASS II, BRIDGE SUPERSTRUCTURE	CV	4615.0
700-1-13	SINGLE POST STON, F&I GROUND MOUNT, 21-30 SF	AS	3	400-2-10	CONCRETE CLASS II, APPROACH SLABS	CV	217.1
700-1-50	SINGLE POST STON, RELOCATE	AS	3	400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CV	216.6
703-10-1	OBJECT MARKER, TYPE 1	EA	1	400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CV	4505.4
703-10-4	OBJECT MARKER, TYPE 4	EA	9	400-7-1	BRIDGE DECK GROOVING	SV	12172
703-10-4	OBJECT MARKER, FLEXIBLE TUBULAR	EA	3	400-147	BRIDGE DECK PLANTING	SV	12172
710-00	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	15	415-1-1	COMPOSITE MEMBRANE PADS	CF	115.6
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1107	415-1-4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	LB	1000093
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR CHEVRONS	LF	410	415-1-9	REINFORCING STEEL - BRIDGE SUBSTRUCTURE	LB	966135
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	410	430-2-63	REINFORCING STEEL - APPROACH SLABS	LB	39506
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6'-10" GAP EXTENSION, 6"	GM	0.231	435-34-3	PRESTRESSED CONCRETE PILING, 24" SQ	LF	16113
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	0.231	435-147-3	PRESTRESSED CONCRETE PILING, 24" SQ	LF	21260
711-11-224	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	55	435-147-3	BRIDGE DECK REINFORCING, NEW CONSTRUCTION, F&I STRIP SEAL	LF	2030
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DOTTED GUIDE LINE 76-10 DOTTED EXT. LINE, 6"	EA	27	435-147-3	BRIDGE DECK REINFORCING, NEW CONSTRUCTION	LF	369
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24" FOR DOTTED GUIDE LINE 76-10 DOTTED EXT. LINE, 6"	EA	0.889	500-1	BRIDGE DRAINAGE SHEETING	EA	356
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24" FOR DOTTED GUIDE LINE 76-10 DOTTED EXT. LINE, 6"	EA	0.889	500-2	BRIDGE DRAINAGE PIPE	EA	356
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (LIKE THRU ARROW)	EA	854	515-1-2	BULLET BALL DOUBLE RAIL	LF	3700
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW (LIKE THRU ARROW)	EA	16	520-20	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	LF	3292
711-15-101	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, WHITE, 6"	GA	5143	521-5-13	CONCRETE TRAFFIC RAILING, BRIDGE, 26" SINGLE SLOPE	SV	2492
711-15-102	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, WHITE, 8"	GA	0.260	530-3-11	CONCRETE PARAPET, PEDESTRIAN/BICYCLE, 27" HEIGHT	LF	3590
711-15-102	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, WHITE, 6"	GA	4.548	530-3-4	REPAIR RIGID (DITCH LINING)	TW	1017.7
711-15-231	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, YELLOW, 6"	GA	4.548	550-10-344	FENCING, TYPE R, 7'1-8' 0", WITH PARTIAL ENCLOSURE	LF	2840
711-16-101	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SOLID, 6"	GM	0.152	630-2-16	CONDUIT, FURNISH & INSTALL, EMBEDDED - RAILINGS	LF	21573
711-16-101	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SKIP, 6"	GM	2.360	635-3-13	JUNCTION BOX, FURNISH & INSTALL, EMBEDDED	EA	30
711-16-201	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.920				
711-16-201	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6"	GM	1.254				
713-103-101	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE BRIDGES	GM	0.074				
713-103-101	PERMANENT TAPE, WHITE, SOLID/DOTTED, 6" FOR CONCRETE BRIDGES	GM	1.294				
713-103-201	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES	GM	0.679				
713-103-331	PERMANENT TAPE, BLACK, SKIP/D, 6" FOR CONCRETE BRIDGES	GM	0.679				
<b>SUMMARY OF SIGNALIZATION</b>							
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	34049				
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	2046				
632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	2				
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	26				
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	69				
634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1				
639-1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	2				
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100				
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II, SERVICE POLE	EA	2				
641-2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII, SERVICE POLE	EA	2				
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL - PEDESTAL/SERVICE POLE	EA	4				
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL - PEDESTAL/SERVICE POLE	EA	2				
641-2-100	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL - POLE 30' AND GREATER	EA	2				
646-1-11	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78"	EA	1				
649-21-21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78" - 78"	EA	1				
649-21-27	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	16				
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION STRAIGHT, 1 WAY	AS	4				
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4				
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	4				
660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	2				
660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	7				
660-2-101	LOOP ASSEMBLY - F&I, TYPE A	AS	3				
660-2-102	LOOP ASSEMBLY - F&I, TYPE B	AS	14				
660-2-106	LOOP ASSEMBLY - F&I, TYPE F	AS	14				
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	2				
670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, MEDIA	AS	8				
670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1				
700-3-201	STON PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	1				

		<b>OKALOOSA COUNTY</b>		SUMMARY OF <b>PAY ITEMS</b>		SHEET NO.	
Michael B. Collins, P.E. P.E. LICENSE NUMBER 68603 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-2945		9/10/20		9/10/2020		9:44:07 AM	
DATE		DESCRIPTION		REVISIONS		DATE	
9/10/20		ADDED PAY ITEMS & QUANTITIES		1		9/10/20	



TABULATION OF QUANTITIES


PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL		
			T-6		T-7		T-8		T-9		T-10		T-11		T-12			PLAN	FINAL
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL			
0630- 2- 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	571		680		6896		6318		3510		7152		4150		29277		
0630- 2- 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	496		850			300									1646		
0632- 7- 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1		1												2		
0635- 2- 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	12		14		2	4					4		37		49		
0635- 2- 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA															26		
0634- 4- 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1		1												1		
0639- 1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	1		1												1		
0639- 2- 1	ELECTRICAL SERVICE WIRE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	LF	50		50												100		
0641- 2- 13	PRESTRESSED CONCRETE POLE, F&I, TYPE B, VILLAGE	EA	1		1												2		
0641- 2- 14	PRESTRESSED CONCRETE POLE, F&I, TYPE B, VILLAGE	EA	1		1												2		
0641- 2- 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL- FOLE 30' AND GREATER	EA	2		2												2		
0649- 21- 21	STEEL WAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78"	EA	1		1												1		
0649- 21- 27	STEEL WAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78"-78"	EA	1		1												1		
0650- 1- 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	6		10												16		
0650- 1- 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS	2		2												4		
0653- 1- 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	2		2												4		
0653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	2		2												4		
0660- 1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	4		3												7		
0660- 1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	1		2												3		
0660- 2-101	LOOP ASSEMBLY, F&I, TYPE A	AS	8		6												14		
0660- 2-102	LOOP ASSEMBLY, F&I, TYPE B	AS	6		8												14		
0660- 2-106	LOOP ASSEMBLY, F&I, TYPE F	AS	2		2												4		
0665- 1- 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	2		6												8		
0670- 5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS	1		1												1		
0670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1		1												1		
0700- 3-201	STATION PANEL, FURNISH & INSTALL OPERATED ROOM	EA	3		3												3		

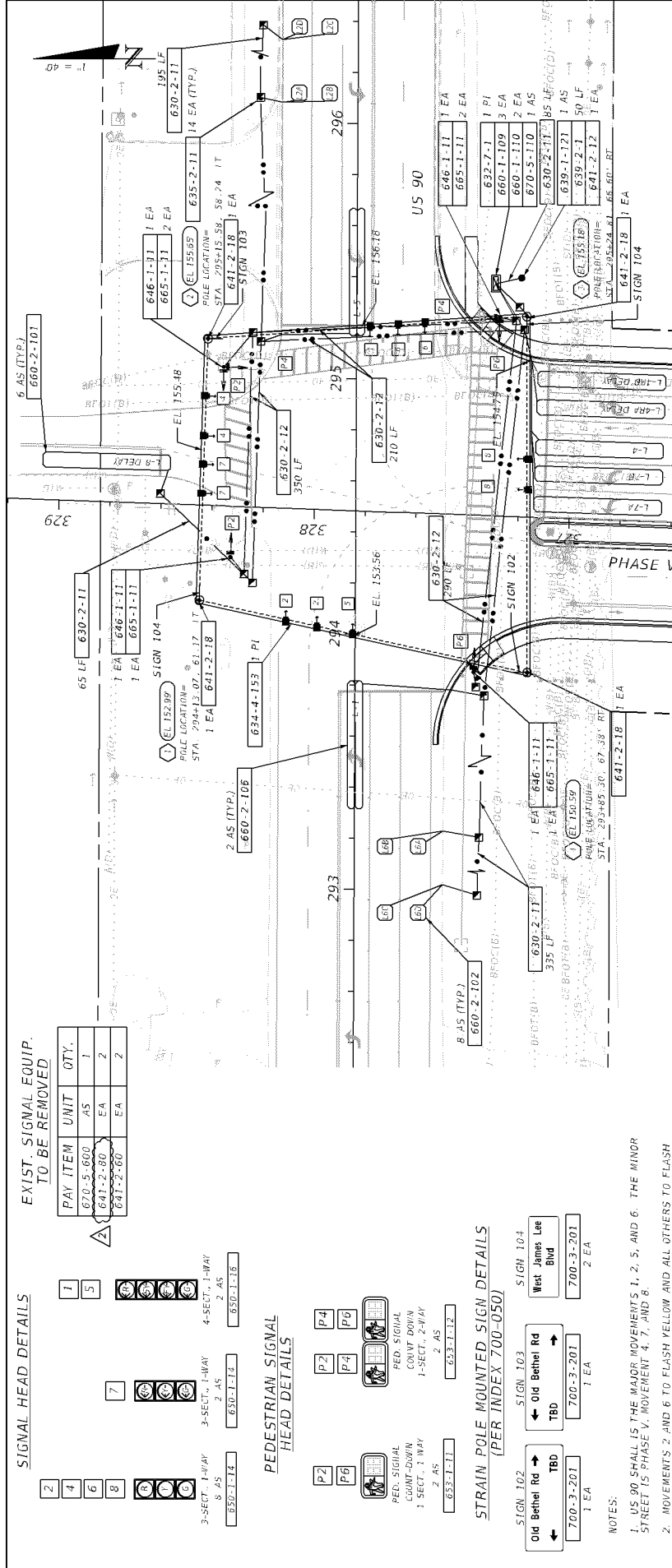
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
9/10/20	ADDED PAY ITEMS & QUANTITIES			
Jonathan D. Burchfield, P.E. P.E. LICENSE NUMBER 68453 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945		OKALOOSA COUNTY		
SHEET NO. 7-3		9/10/2020 9:46:20 AM PWS		

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL	
			T-13		PLAN		FINAL		PLAN		FINAL		PLAN		FINAL			
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
0630- 2- 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	4772													4772		34048
0632- 7- 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	LF	400													400		2048
0635- 2- 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA																26
0635- 2- 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	20													20		69
0634- 4- 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PF																1
0639- 1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS																2
0641- 2- 13	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	PF																100
0641- 2- 14	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	PF																4
0641- 2- 15	PRESTRESSED CONCRETE POLE, F&I, TYPE B, VILLAGE	EA																4
0641- 2- 16	PRESTRESSED CONCRETE POLE, F&I, TYPE B, VILLAGE	EA																2
0641- 2- 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL- FOLE 30' AND GREATER	EA																2
0649- 21- 21	STEEL WAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78"	EA																1
0649- 21- 27	STEEL WAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78"	EA																1
0650- 1- 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS																16
0650- 1- 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS																4
0653- 1- 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS																4
0653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS																4
0660- 1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA																2
0660- 1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA																7
0660- 2-101	LOOP ASSEMBLY, F&I, TYPE A	AS																3
0660- 2-102	LOOP ASSEMBLY, F&I, TYPE B	AS																14
0660- 2-106	LOOP ASSEMBLY, F&I, TYPE F	AS																14
0665- 1- 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA																2
0670- 5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS																8
0670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS																1
0700- 3-201	STATION PANEL, FURNISH & INSTALL OPERATED ROOM	EA																2

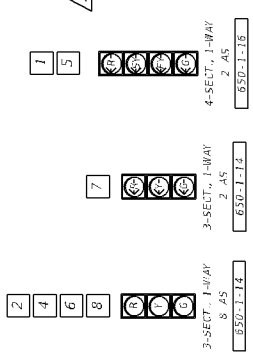
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
9/10/20	ADDED PAY ITEMS & QUANTITIES			
				
<b>OKALOOSA COUNTY</b>			<b>TABULATION OF QUANTITIES</b>	
Jonathan D. Burchfield, P.E. P.E. LICENSE NUMBER 68453 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-5945				
RACHECK			9/10/2020 3:46:57 AM PWS	
				SHEET NO.
				T-4



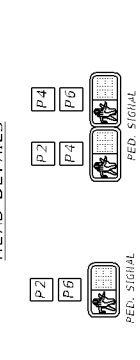
EXIST. SIGNAL EQUIP. TO BE REMOVED

PAY ITEM	UNIT	QTY.
670-5-600	AS	1
641-2-80	EA	2
641-2-60	EA	2

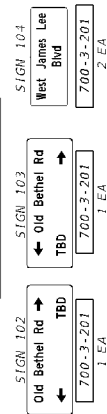
**SIGNAL HEAD DETAILS**



**PEDESTRIAN SIGNAL HEAD DETAILS**



**STRAIN POLE INDEXED SIGN DETAILS (PER INDEXT 700-050)**



- NOTES:
- US 90 SHALL BE THE MAJOR MOVEMENTS 1, 2, 5, AND 6. THE MINOR STREET IS PHASE V. MOVEMENT 4, 7, AND 8.
  - MOVEMENTS 2 AND 6 TO FLASH YELLOW AND ALL OTHERS TO FLASH RED DURING FLASHING OPERATIONS. PEDESTRIAN SIGNALS SHALL BE DARK.

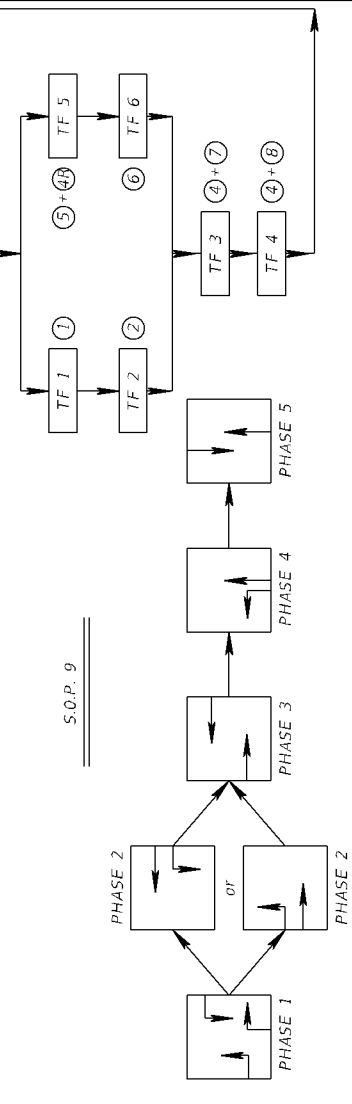
**DETECTORS FOR LOOPS**

LOOP	NO. OF LOPS	NO. OF NEW DETS.	CHANNEL NO.	DELAY TIME (SEC)
L-1	2	1	1	5
L-2	2	1	2	5
L-3	2	1	1	5
L-4	2	1	1	5
L-5	2	1	2	5
L-6	2	1	1	5
L-7	2	1	1	5
L-8	2	1	2	5

**CONTROLLER TIMINGS**

TIMING FUNCTION	1	2	3	4	5	6	7	8
MOVEMENT NUMBER	1	2	3	4	5	6	7	8
MINIMUM GREEN	7	20	7	7	20	7	7	7
EXTENSION	3	4	3	3	4	3	3	3
MAXIMUM GREEN 1	20	60	20	60	20	60	20	30
MAXIMUM GREEN 2	-	-	-	-	-	-	-	-
YELLOW CLEARANCE	4	8	3	4	8	3	4	3
ALL RED	2	2	2	2	2	2	2	2
PEDESTRIAN WALK	-	7	0	-	7	0	-	-
PED. CLEARANCE	-	11	-	18	-	22	-	-
RECALL	-	INIT	-	INIT	-	INIT	-	-

DELAY TIME IS INITIAL AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE PROJECT ENGINEER.



DATE	DESCRIPTION	REVISIONS	DATE
9/10/20	MODIFIED PAY ITEM NUMBER		

Jonathan D. Burchfield, P.E.  
P.E. LICENSE NUMBER 68453  
HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502-5945

**OKALOOSA COUNTY**

**SIGNALIZATION PLAN**

SHEET NO. T-7

9/10/2020 9:46:35 AM PWS

ADDENDUM NO. 5

TO: ALL BIDDERS

PROJECT: ITB PW 65-20 SOUTHWEST CRESTVIEW BYPASS (PHASE V AND EAST-WEST CONNECTOR)

BID TIME AND DATE: ~~3:30 PM LOCAL TIME, SEPTEMBER 16, 2020~~  
4:00 PM LOCAL TIME, SEPTEMBER 22, 2020 **(NOTE CHANGE)**

September 15, 2020

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

Due to the impacts of Hurricane Sally, the Bid Date and Time is hereby revised to **Tuesday, September 22, 2020 at 4:00 PM local time.**

Bids that are in transit at time of this addendum will be held until the new date and time. Bidder will have the option of withdrawing and resubmitting that bid or may allow their bid to remain as submitted by electronically submitting an updated Addendum Acknowledgement – Attachment A in Section 00410 (submit to dmason@myokaloosa.com). The updated Addendum Acknowledgement must be received by 2:00 PM local time on the date bids are due. Bidders are asked to confirm receipt of their acknowledgement by calling the Purchasing Department at (850) 689-5960.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey  
Roy Petrey, P.E.  
Project Manager

ADDENDUM NO. 6

TO: ALL BIDDERS  
PROJECT: ITB PW 65-20 SOUTHWEST CRESTVIEW BYPASS (PHASE V AND EAST-WEST CONNECTOR)  
BID TIME AND DATE: 4:00 PM LOCAL TIME, SEPTEMBER 22, 2020 **(NO CHANGE)**

September 18, 2020

The following items are hereby incorporated into the project manual, procurement documents, contract documents, plans and specifications:

ITEM NO. 1 – DOCUMENT 00410 – BID FORM WITH ATTACHMENTS

An error was found in the quantities for Item Nos. 154-157, 159-161, and 163 in Signalization (Phase V).

Delete pages 00410-10 and 00410-11 issued under Addendum No. 4 and replace with revised pages 00410-10 and 00410-11 marked Addendum No. 6.

ITEM NO. 2 – DRAWINGS

The following drawings are revised to reflect the quantity changes identified in Item No. 1, above:

- Southwest Crestview Bypass (Phase V Roadway) Sheet No. 4, Rev 3 dated 9/18/20, "Summary of Pay Items"
- Southwest Crestview Bypass (Phase V Signalization) Sheet No. T-4, Rev 3 dated 9/18/20, "Tabulation of Quantities"

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY WRITING THIS ADDENDUM NUMBER AND DATE IN THE SPACE PROVIDED ON DOCUMENT ENTITLED, 'ADDENDUM ACKNOWLEDGEMENT - ATTACHMENT A' in SECTION 00410.

/s/ Roy Petrey  
Roy Petrey, P.E.  
Project Manager

Attachments Document 00410 pages 10 and 11 Reading "Addendum 6" in each page's header.  
Southwest Crestview Bypass (Phase V Roadway) Sheet No. 4, Rev 3 dated 9/18/20, "Summary of Pay Items"  
Southwest Crestview Bypass (Phase V Signalization) Sheet No. T-4, Rev 3 dated 9/18/20, "Tabulation of Quantities"  
Electronic Copy of Pages from Bid Form (Excel Format) named, "Addendum 6 Spreadsheet – Excerpts from Bid Form 00410.xlsx" (See Note following concerning use of this spreadsheet.)

ADDENDUM NO. 6 (Continued)


Note concerning use of the Excel Spreadsheet: The Excel spreadsheet is provided for bidder's convenience. The use of this spreadsheet is not required. By using the spreadsheet Bidder assumes the accuracy therein. At Bidder's option, Bidder may handprint their bid in the Addendum 4 Bid Form Section 00410 after removing and replacing sheets 00410-10 and 00410-11 required by this Addendum No. 6. In accordance with the Instructions to Bidders, Section 00100 Article 15, any discrepancies will be resolved in favor of the unit price submitted times the estimated quantity in the bid form for that item of work.



Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signalization (Phase V)</b>						
136	0630 2 11	CONDUIT, F& I, OPEN TRENCH	LF	34049		\$ -
137	0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	LF	2046		\$ -
138	0632 7 1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	PI	2		\$ -
139	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	EA	26		\$ -
140	0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36"	EA	69		\$ -
141	0634 4 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1		\$ -
142	0639 1 121	ELECTRICAL POWER SRV,F&I, MTER FURNISHED BY POWER COMPANY	AS	2		\$ -
143	0639 2 1	ELECTRICAL SERVICE WIRE, F&I	LF	100		\$ -
144	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2		\$ -
145	0641 2 18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-Viii	EA	4		\$ -
146	0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2		\$ -
147	0641 2 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	2		\$ -
148	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	6		\$ -
149	0649 21 21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78'	EA	1		\$ -
150	0649 21 27	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78' - 78'	EA	1		\$ -
151	0650 1 14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	AS	16		\$ -
152	0650 1 16	VEH TRA SIGNAL,F&I ALUMINUM, 4 S STR 1 W	AS	4		\$ -
153	0653 1 11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	AS	4		\$ -
154	0653 1 12	PEDESTRIAN SIGNAL, F&I LED COUNT, 2 WAYS	AS	2		\$ -
155	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	7		\$ -
156	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	3		\$ -
157	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	14		\$ -
158	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	14		\$ -

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	Unit Price	Cost
<b>Signalization (Phase V) - (continued)</b>						
159	0660 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	2		\$ -
160	0665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	8		\$ -
161	0670 5110	TRAF CNTL ASSEM, F&I, NEMA	AS	2		\$ -
162	0670 5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1		\$ -
163	0700 3201	SIGN PANEL, F&I OM, UP TO 12 SF	EA	7		\$ -
<b>Subtotal Signalization (Phase V) Item Nos. 136-163</b>					\$	

PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL	PAY ITEM NO.	DESCRIPTION	UNIT	TOTAL
<b>SUMMARY OF SIGNING &amp; PAVEMENT MARKINGS</b>							
700-1-11	SINGLE POST STON, F&I GROUND MOUNT, UP TO 12 SF	AS	23	<b>SUMMARY OF STRUCTURES</b>			
700-1-12	SINGLE POST STON, F&I GROUND MOUNT, 12-20 SF	AS	13	400-2-4	CONCRETE CLASS II, BRIDGE SUPERSTRUCTURE	CV	4615.0
700-1-13	SINGLE POST STON, F&I GROUND MOUNT, 21-30 SF	AS	3	400-2-10	CONCRETE CLASS II, APPROACH SLABS	CV	217.1
700-1-50	SINGLE POST STON, RELOCATE	AS	3	400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CV	216.6
703-10-1	OBJECT MARKER, TYPE 1	EA	1	400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CV	4505.4
703-10-4	OBJECT MARKER, TYPE 4	EA	9	400-7-1	BRIDGE DECK GROOVING	SV	12172
703-10-4	OBJECT MARKER, FLEXIBLE TUBULAR	EA	3	400-147	BRIDGE DECK PLANTING	SV	115.6
710-00	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	15	415-1-1	COMPOSITE MEMBRANE PADS	CF	1000093
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1107	415-1-4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	LB	966735
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR CHEVRONS	LF	410	415-1-9	REINFORCING STEEL - BRIDGE SUBSTRUCTURE	LB	39506
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	410	430-2-63	REINFORCING STEEL - APPROACH SLABS	LB	16115
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.231	435-34-3	PRESTRESSED CONCRETE PILING, 24" SQ	LF	21260
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	EA	435-147-3	BRIDGE DECK FURNISHMENT, NEW CONSTRUCTION, F&I STRIP SEAL	LF	369
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	21	439-7-1	BRIDGE DECK FURNISHMENT, NEW CONSTRUCTION, F&I STRIP SEAL	EA	356
711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24" FOR STOP LINE	LF	21	500-1	BRIDGE DRAINAGE PIPE	EA	3
711-14-735	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	GM	0.899	515-1-2	BULLET BALL DOUBLE RAIL	LF	3700
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (LIKE THRU ARROW)	EA	EA	520-20	CONCRETE TRAFFIC SEPARATOR, SPECIAL-VARIABLE WIDTH	LF	3292
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (LIKE THRU ARROW)	EA	16	521-5-13	CONCRETE TRAFFIC RAILING, BRIDGE, 26" SINGLE SLOPE	SV	2492
711-15-101	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, WHITE, 6"	GM	5.143	530-3-11	CONCRETE PARAPET, PEDESTAL/BICYCLE, 27" HEIGHT	LF	3590
711-15-102	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, WHITE, 8"	GM	0.260	530-3-4	REPAIR RIGID (DITCH LINING)	TW	1017.7
711-15-102	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, WHITE, 6" 10-30 SKIP	GM	4.549	550-10-344	FENCING, TYPE R, 7'1-8' 0", WITH PARTIAL ENCLOSURE	LF	240
711-15-201	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, YELLOW, 6"	GM	4.549	630-2-16	CONDUIT, FURNISH & INSTALL, EMBEDDED, - RAILINGS	LF	21573
711-15-231	THERMOPLASTIC, STANDARD, OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.152	635-3-13	JUNCTION BOX, FURNISH & INSTALL, EMBEDDED	EA	30
711-16-101	THERMOPLASTIC, STANDARD, OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	2.360				
711-16-201	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.920				
711-16-231	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SKIP, 6"	GM	1.254				
713-103-101	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE BRIDGES	GM	0.074				
713-103-131	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE BRIDGES	GM	1.294				
713-103-201	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES	GM	0.679				
713-103-331	PERMANENT TAPE, BLACK, SKIP/D, 6" FOR CONCRETE BRIDGES	GM	0.679				
<b>SUMMARY OF SIGNALIZATION</b>							
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	34049				
630-2-12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	2046				
632-7-1	SIGNAL CABLE - NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	2				
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	26				
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	69				
634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1				
639-1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS	2				
639-2-1	ELECTRICAL SERVICE WIRE, F&I, TYPE P-III SERVICE POLE	LF	100				
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII	EA	2				
641-2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII	EA	4				
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL - PEDESTAL/SERVICE POLE	EA	2				
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL - POLE 30' AND GREATER	EA	2				
646-1-11	ALUMINUM SIGNALS POLE - PEDESTAL	EA	6				
649-21-21	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78"	EA	1				
649-21-27	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78" - 78"	EA	1				
650-1-14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	16				
650-1-16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION STRAIGHT, 1 WAY	AS	4				
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	4				
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	2				
660-1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	3				
660-1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	3				
660-2-101	LOOP ASSEMBLY - F&I, TYPE A	AS	14				
660-2-102	LOOP ASSEMBLY - F&I, TYPE B	AS	14				
660-2-106	LOOP ASSEMBLY - F&I, TYPE F	AS	2				
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	8				
670-5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, MEDIA	AS	2				
670-5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1				
700-3-201	STON PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	1				


		<b>OKALOOSA COUNTY</b>		SUMMARY OF PAY ITEMS	SHEET NO. 4
DATE	DESCRIPTION	DATE	DESCRIPTION		
9/10/20	ADDED PAY ITEMS & QUANTITIES				
9/16/20	REVISED QUANTITIES				
<b>REVISIONS</b>					
Michael B. Collins, P.E. P.E. LICENSE NUMBER 68603 HDR Engineering, Inc. 25 West Cedar Street, Suite 200 Pensacola, FL 32502-2945					

TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS												TOTAL THIS SHEET		GRAND TOTAL	
			T-13		PLAN		FINAL		PLAN		FINAL		PLAN	FINAL	PLAN	FINAL		
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
0630- 2- 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	4772													4772		34048
0632- 7- 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	LF	400													400		2048
0635- 2- 11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA																26
0636- 2- 12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	20													20		69
0639- 4- 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	EA																1
0639- 1-121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	AS																2
0641- 2- 13	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF																100
0641- 2- 14	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF																4
0641- 2- 15	PRESTRESSED CONCRETE POLE, F&I, TYPE B, VILLAGE	EA																4
0641- 2- 16	PRESTRESSED CONCRETE POLE, F&I, TYPE B, VILLAGE	EA																2
0641- 2- 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE RENOVAL- F&I, 30' AND GREATER	EA																2
0649- 21- 21	STEEL WAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 78"	EA																1
0649- 21- 27	STEEL WAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78"	EA																1
0650- 1- 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS																16
0650- 1- 16	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 4 SECTION, 1 WAY	AS																4
0653- 1- 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS																4
0653- 1- 12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS																4
0660- 1-109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA																7
0660- 1-110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA																2
0660- 2-101	LOOP ASSEMBLY, F&I, TYPE A	AS																3
0660- 2-102	LOOP ASSEMBLY, F&I, TYPE B	AS																14
0660- 2-106	LOOP ASSEMBLY, F&I, TYPE F	AS																14
0665- 1- 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA																2
0670- 5-110	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA	AS																8
0670- 5-600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS																1
0700- 3-201	STATION PANEL, FURNISH & INSTALL OPERATED ROOM	EA																1

Jonathan D. Burchfield, P.E.  
P.E. LICENSE NUMBER 68453  
HDR Engineering, Inc.  
25 West Cedar Street, Suite 200  
Pensacola, FL 32502-5945

OKALOOSA COUNTY



TABULATION OF QUANTITIES

DATE: 9/18/20  
DESCRIPTION: ADDED PAY ITEMS & QUANTITIES

REVISIONS

DATE: 9/18/20  
DESCRIPTION: REVISED QUANTITIES

9/18/2020 10:23:38 AM PWS

SHEET NO. T-4

**Bid Tabulation for Southwest Crestview Bypass (Phase V)**

Item No.	Pay Item Number	Description	Unit Meas.	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.			
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		
Roadway (Phase V)														
1	1011	MOBILIZATION	LS	1	\$ 4,199,016.43	\$ 4,199,016.43	\$ 4,335,054.40	\$ 4,335,054.40	\$ 4,430,000.00	\$ 4,430,000.00				
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$ 35,171.33	\$ 35,171.33	\$ 15,280.95	\$ 15,280.95	\$ 200,000.00	\$ 200,000.00				
3	0102 2 1	SPECIAL DETOUR 1 TEMP. PAVEMENT	LS	1	\$ 5,435.00	\$ 5,435.00	\$ 5,360.90	\$ 5,360.90	\$ 10,000.00	\$ 10,000.00				
4	0102 2 2	SPECIAL DETOUR 2 TEMP. PAVEMENT	LS	1	\$ 14,543.77	\$ 14,543.77	\$ 8,762.80	\$ 8,762.80	\$ 15,000.00	\$ 15,000.00				
5	102-2-300	SPECIAL DETOUR - TEMPORARY EARTHWORK/BASE	LS	1	\$ 1,750.58	\$ 1,750.58	\$ 9,741.25	\$ 9,741.25	\$ 20,000.00	\$ 20,000.00				
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	35.3	\$ 57.73	\$ 2,037.87	\$ 180.30	\$ 6,364.59	\$ 105.00	\$ 3,706.50				
7	0102 60	WORK ZONE SIGN	ED	38462	\$ 0.33	\$ 12,692.46	\$ 0.30	\$ 11,538.60	\$ 0.30	\$ 11,538.60				
8	0102 74 1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	16980	\$ 0.19	\$ 3,226.20	\$ 0.15	\$ 2,547.00	\$ 0.15	\$ 2,547.00				
9	0102 76	ARROW BOARD/ADVANCE WARNING ARROW PANEL	ED	658	\$ 8.26	\$ 5,435.08	\$ 7.50	\$ 4,935.00	\$ 17.00	\$ 11,186.00				
10	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	786	\$ 20.06	\$ 15,767.16	\$ 18.25	\$ 14,344.50	\$ 17.00	\$ 13,362.00				
11	0102 104	TEMPORARY SIGNALIZATION AND MAINT, INTER	ED	730	\$ 14.15	\$ 10,329.50	\$ 12.85	\$ 9,380.50	\$ 12.00	\$ 8,760.00				
12	0102 107 1	TEMP TRAFFIC DETECTION & MAINTEN, INTER	ED	730	\$ 14.15	\$ 10,329.50	\$ 12.85	\$ 9,380.50	\$ 12.00	\$ 8,760.00				
13	0102 115	TYPE III BARRICADE	ED	4599	\$ 0.41	\$ 1,881.49	\$ 0.40	\$ 1,835.60	\$ 0.75	\$ 3,441.75				
14	0104 10 3	SEDIMENT BARRIER	LF	41612	\$ 2.04	\$ 84,888.48	\$ 4.25	\$ 176,851.00	\$ 5.00	\$ 208,060.00				
15	0104 11	FLOATING TURBIDITY BARRIER	LF	123	\$ 31.76	\$ 3,906.48	\$ 15.20	\$ 1,869.60	\$ 28.00	\$ 3,444.00				
16	0104 12	STAKED TURBIDITY BARRIER - NYLON REINFORCED PVC	LF	920	\$ 6.44	\$ 5,924.80	\$ 7.55	\$ 6,946.00	\$ 11.00	\$ 10,120.00				
17	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$ 5,761.45	\$ 11,522.90	\$ 3,435.75	\$ 6,871.50	\$ 6,000.00	\$ 12,000.00				
18	0107 1	LITTER REMOVAL	AC	92.86	\$ 47.19	\$ 4,382.06	\$ 28.95	\$ 2,688.30	\$ 27.00	\$ 2,507.22				
19	0107 2	MOWING	AC	3078.79	\$ 5.00	\$ 15,393.95	\$ 7.50	\$ 23,090.93	\$ 1.00	\$ 3,078.79				
20	010 1 1	CLEARING & GRUBBING	LS	1	\$ 1,232,169.45	\$ 1,232,169.45	\$ 824,017.55	\$ 824,017.55	\$ 2,759,000.16	\$ 2,759,000.16				
21	010 4 1 0	REMOVAL OF EXIST CONC	SY	108	\$ 47.07	\$ 5,083.56	\$ 39.65	\$ 4,282.20	\$ 15.00	\$ 1,620.00				

Item No.	Pay Item Number	Description	Unit	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.		
					Bid Unit Price	Total Cost	Plan Quantity	Bid Unit Price	Total Cost	Plan Quantity	Bid Unit Price	Total Cost	
Roadway (Phase V) - (continued)													
22	0110 7 1	MAILBOX, F&I SINGLE	EA	2	\$ 176.98	\$ 353.96	\$ 207.00	\$ 414.00	\$ 185.00	\$ 370.00			
23	0120 1	REGULAR EXCAVATION	CY	835489	\$ 1.06	\$ 883,508.94	\$ 3.40	\$ 2,833,896.60	\$ 3.00	\$ 2,500,497.00			
24	0120 4	SUBSOIL EXCAVATION	CY	1000	\$ 12.19	\$ 12,190.00	\$ 20.00	\$ 20,000.00	\$ 25.00	\$ 25,000.00			
25	0120 6	EMBANKMENT	CY	508378.7	\$ 4.15	\$ 2,109,771.61	\$ 2.85	\$ 1,448,879.30	\$ 2.00	\$ 1,016,757.40			
26	0141 70	SETTLEMENT PLATE ASSEMBLY	AS	3	\$ 2,475.38	\$ 7,426.14	\$ 6,621.30	\$ 19,863.90	\$ 1,200.00	\$ 3,600.00			
27	0145 1	GEOSYNTHETIC REINFORCED SOIL SLOPE	SF	42870	\$ 6.18	\$ 264,936.60	\$ 11.20	\$ 480,144.00	\$ 8.50	\$ 364,395.00			
28	0160 4	TYPE B STABILIZATION	SY	149526	\$ 3.94	\$ 589,132.44	\$ 3.40	\$ 508,388.40	\$ 3.75	\$ 560,722.50			
29	0285701	OPTIONAL BASE, BASE GROUP 01	SY	13966	\$ 10.89	\$ 152,089.74	\$ 9.10	\$ 127,090.60	\$ 10.75	\$ 150,134.50			
30	0285706	OPTIONAL BASE, BASE GROUP 06	SY	90220	\$ 11.39	\$ 1,027,605.80	\$ 15.00	\$ 1,353,300.00	\$ 15.00	\$ 1,353,300.00			
31	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	7062	\$ 57.29	\$ 404,581.98	\$ 52.75	\$ 372,520.50	\$ 54.00	\$ 381,348.00			
32	0286 1	TURNOUT CONSTRUCT/DRIVEWAY BASE- OPTIONAL MATERIALS	SY	1464	\$ 26.39	\$ 38,634.96	\$ 17.75	\$ 25,986.00	\$ 50.00	\$ 73,200.00			
33	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	6355	\$ 3.39	\$ 21,543.45	\$ 4.25	\$ 27,008.75	\$ 3.70	\$ 23,513.50			
34	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	18862.3	\$ 95.73	\$ 1,805,687.98	\$ 105.75	\$ 1,994,688.23	\$ 98.00	\$ 1,848,505.40			
35	0337 2 5	ASPH CONC FC, INC BIT, FC-5, PG76-22	TN	3267.1	\$ 123.02	\$ 401,918.64	\$ 140.00	\$ 457,394.00	\$ 126.00	\$ 411,654.60			
36	0337 7 82	ASPH CONC FC, TRAFFIC C, FC-8.5, PG 76-22	TN	1454.9	\$ 110.57	\$ 160,868.29	\$ 138.40	\$ 201,358.16	\$ 111.00	\$ 161,493.90			
37	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	64.7	\$ 226.40	\$ 14,648.08	\$ 212.10	\$ 13,722.87	\$ 275.00	\$ 17,792.50			
38	0400 0 13	CONCRETE CLASS NS, STEPS	CY	0.2	\$ 5,577.90	\$ 1,249.80	\$ 3,874.05	\$ 736.07	\$ 5,500.00	\$ 1,045.00			
39	0400 1 2	CONC CLASS 1, ENDWALLS	CY	10.34	\$ 1,386.80	\$ 14,339.51	\$ 1,449.40	\$ 14,986.80	\$ 580.00	\$ 5,997.20			
40	0415 1 1	REINF STEEL- ROADWAY	LB	1072	\$ 1.18	\$ 1,264.96	\$ 0.10	\$ 107.20	\$ 1.00	\$ 1,072.00			
41	0425 1311	INLETS, CURB, TYPE P-1, <10'	EA	1	\$ 6,450.44	\$ 6,450.44	\$ 6,411.60	\$ 6,411.60	\$ 14,120.00	\$ 14,120.00			
42	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	11	\$ 5,846.28	\$ 64,309.08	\$ 5,527.20	\$ 60,799.20	\$ 5,800.00	\$ 63,800.00			

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.		C.W. ROBERTS CONTRACTING, INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.	
					Bid Unit Price	Total Cost	Bid Unit Price	Total Cost	Bid Unit Price	Total Cost
Roadway (Phase V) - (continued)										
43	0425 1352	INLETS, CURB, TYPE P-5, >10'	EA	1	\$ 9,343.57	\$ 9,343.57	\$ 7,441.75	\$ 7,441.75	\$ 8,470.00	\$ 8,470.00
44	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	5	\$ 6,451.29	\$ 32,256.45	\$ 6,450.20	\$ 32,251.00	\$ 6,120.00	\$ 30,600.00
45	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$ 10,507.28	\$ 10,507.28	\$ 8,656.40	\$ 8,656.40	\$ 8,700.00	\$ 8,700.00
46	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	28	\$ 4,728.26	\$ 132,391.28	\$ 3,654.55	\$ 102,327.40	\$ 3,860.00	\$ 108,080.00
47	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	3	\$ 7,796.74	\$ 23,390.22	\$ 4,654.60	\$ 13,963.80	\$ 6,380.00	\$ 19,140.00
48	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	4	\$ 5,231.09	\$ 20,924.36	\$ 5,898.45	\$ 23,593.80	\$ 4,625.00	\$ 18,500.00
49	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	2	\$ 8,874.45	\$ 17,748.90	\$ 7,590.45	\$ 15,180.90	\$ 7,000.00	\$ 14,000.00
50	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	4	\$ 7,796.74	\$ 31,186.96	\$ 6,874.05	\$ 27,496.20	\$ 7,060.00	\$ 28,240.00
51	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$ 9,379.25	\$ 9,379.25	\$ 7,201.70	\$ 7,201.70	\$ 8,305.00	\$ 8,305.00
52	0425 1701	INLETS, CURB, TYPE S, <10'	EA	5	\$ 4,570.04	\$ 22,850.20	\$ 5,234.20	\$ 26,171.00	\$ 4,250.00	\$ 21,250.00
53	0425 1861	INLETS, BARRIER WALL, RIG, C&G, <10'	EA	7	\$ 4,607.54	\$ 32,252.78	\$ 4,399.60	\$ 30,797.20	\$ 5,000.00	\$ 35,000.00
54	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$ 4,008.65	\$ 4,008.65	\$ 4,808.95	\$ 4,808.95	\$ 12,100.00	\$ 12,100.00
55	0425 2 62	MANHOLES, P-8, >10'	EA	1	\$ 7,275.32	\$ 7,275.32	\$ 7,144.50	\$ 7,144.50	\$ 8,500.00	\$ 8,500.00
56	0425 2 91	MANHOLES, J-8, <10'	EA	1	\$ 6,584.07	\$ 6,584.07	\$ 6,471.35	\$ 6,471.35	\$ 5,400.00	\$ 5,400.00
57	0425 2 92	MANHOLES, J-8, >10'	EA	1	\$ 7,275.32	\$ 7,275.32	\$ 8,673.60	\$ 8,673.60	\$ 8,200.00	\$ 8,200.00
58	0430174118	PIPE CULV, OPT MATL, ROUND, 18"SD	LF	388	\$ 51.02	\$ 19,795.76	\$ 53.30	\$ 20,680.40	\$ 93.50	\$ 36,278.00
59	0430175115	PIPE CULV, OPT MATL, ROUND, 15"SID	LF	30	\$ 74.24	\$ 2,227.20	\$ 44.60	\$ 1,338.00	\$ 300.00	\$ 9,000.00
60	0430175118	PIPE CULV, OPT MATL, ROUND, 18"SID	LF	4391	\$ 47.93	\$ 210,460.63	\$ 51.15	\$ 224,599.65	\$ 67.00	\$ 294,197.00
61	0430175124	PIPE CULV, OPT MATL, ROUND, 24"SID	LF	3000	\$ 61.81	\$ 185,430.00	\$ 62.25	\$ 186,750.00	\$ 87.00	\$ 261,000.00
62	0430175130	PIPE CULV, OPT MATL, ROUND, 30"SID	LF	810	\$ 94.75	\$ 76,747.50	\$ 82.00	\$ 66,420.00	\$ 102.00	\$ 82,620.00
63	0430175136	PIPE CULV, OPT MATL, ROUND, 36"SID	LF	239	\$ 102.56	\$ 24,511.84	\$ 93.00	\$ 22,227.00	\$ 130.00	\$ 31,070.00

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.		
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost	
Roadway (Phase V) - (continued)													
64	0430175160	PIPE CULV. OPT MATL. ROUND, 60"/S/CD	LF	136	\$ 232.48	\$ 31,617.28	\$ 163.20	\$ 22,195.20	\$ 350.00	\$ 47,600.00			
65	0430175218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER - ELIP/ARCH, 18" S/CD	LF	61	\$ 77.83	\$ 4,747.63	\$ 58.85	\$ 3,589.85	\$ 119.00	\$ 7,259.00			
66	0430060120	STRAIGHT CONCRETE ENDWALLS, 60", SINGLE, 30 DEGREES, ROUND	EA	2	\$ 13,528.69	\$ 27,057.38	\$ 15,046.75	\$ 30,093.50	\$ 22,600.00	\$ 44,000.00			
67	0430611125	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 18"	EA	2	\$ 3,185.19	\$ 6,370.38	\$ 3,992.30	\$ 7,864.60	\$ 3,300.00	\$ 6,600.00			
68	0430611129	U-ENDWALL, BAFF,261/430-011,1:4 SLP, 24"	EA	2	\$ 3,692.52	\$ 7,385.04	\$ 4,426.95	\$ 8,853.90	\$ 3,800.00	\$ 7,600.00			
69	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	18	\$ 1,168.48	\$ 21,032.64	\$ 1,753.70	\$ 31,566.60	\$ 2,500.00	\$ 45,000.00			
70	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	13	\$ 1,316.04	\$ 17,108.52	\$ 1,938.10	\$ 25,195.30	\$ 2,600.00	\$ 33,800.00			
71	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	3	\$ 1,688.43	\$ 5,065.29	\$ 2,696.65	\$ 8,089.95	\$ 2,900.00	\$ 8,700.00			
72	0430984125	MITERED END SECT, OPTIONAL RD, 18" SD	EA	18	\$ 1,359.14	\$ 24,464.52	\$ 1,807.30	\$ 32,531.40	\$ 2,500.00	\$ 45,000.00			
73	0440 1 20	UNDERDRAIN, TYPE II	LF	365	\$ 38.55	\$ 14,070.75	\$ 74.60	\$ 27,229.00	\$ 43.00	\$ 15,695.00			
74	0440 7 31	UNDERDRAIN OUTLET PIPE	LF	235	\$ 31.38	\$ 7,374.30	\$ 46.35	\$ 10,892.25	\$ 26.25	\$ 6,168.75			
75	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	178	\$ 60.91	\$ 10,841.98	\$ 43.10	\$ 7,671.80	\$ 145.00	\$ 25,810.00			
76	0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	5226	\$ 21.24	\$ 111,000.24	\$ 23.00	\$ 120,198.00	\$ 27.00	\$ 141,102.00			
77	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	4103	\$ 22.42	\$ 91,989.26	\$ 24.55	\$ 100,728.65	\$ 28.00	\$ 114,884.00			
78	520 3	CONCRETE VALLEY GUTTER	LF	117	\$ 23.60	\$ 2,761.20	\$ 28.65	\$ 3,352.05	\$ 40.00	\$ 4,680.00			
79	0520 6	SHOULDER GUTTER- CONCRETE	LF	2363	\$ 23.60	\$ 55,530.80	\$ 26.30	\$ 61,883.90	\$ 32.00	\$ 75,296.00			
80	0520 70	CONCRETE TRAFFIC SEPARATOR, SPECIAL VARIABLE WIDTH	SY	131	\$ 75.51	\$ 9,891.81	\$ 75.35	\$ 9,870.85	\$ 80.00	\$ 10,480.00			
81	0521 6 31	CONC PARAPET, RETAINING WALL SYS, 27"	LF	178	\$ 345.70	\$ 61,534.60	\$ 280.30	\$ 49,893.40	\$ 285.00	\$ 50,730.00			
82	0521 72 43	SHLDR CONC BARRIER, CURB AND GUTTER BARRIER	LF	549	\$ 231.56	\$ 127,126.44	\$ 348.65	\$ 191,408.85	\$ 275.00	\$ 150,975.00			
83	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	2703	\$ 53.09	\$ 143,502.27	\$ 56.00	\$ 151,368.00	\$ 52.50	\$ 141,907.50			
84	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	381	\$ 63.72	\$ 24,277.32	\$ 77.50	\$ 29,527.50	\$ 81.00	\$ 30,861.00			



Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.		
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost	
Roadway (Phase V) - (continued)													
85	0527 2	DETECTABLE WARNINGS	SF	138	\$ 29.50	\$ 4,071.00	\$ 26.80	\$ 3,698.40	\$ 27.00	\$ 3,726.00			
86	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	542	\$ 265.67	\$ 14,399.31	\$ 162.35	\$ 8,799.37	\$ 125.00	\$ 6,775.00			
87	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	2713	\$ 106.19	\$ 288,093.47	\$ 98.70	\$ 267,773.10	\$ 65.00	\$ 176,345.00			
88	0536 1 1	GUARDRAIL- ROADWAY, GEN TL-3	LF	1890	\$ 19.47	\$ 36,796.30	\$ 17.15	\$ 32,413.50	\$ 16.00	\$ 30,240.00			
89	0536 85 20	GUARDRAIL END TREAT- TRAILING ANCHORAGE	EA	3	\$ 1,120.84	\$ 3,362.52	\$ 858.20	\$ 2,574.60	\$ 800.00	\$ 2,400.00			
90	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	3	\$ 2,182.72	\$ 6,548.16	\$ 2,896.35	\$ 8,689.05	\$ 2,700.00	\$ 8,100.00			
91	0548 12	RET WALL SYSTEM, PERM, EX BARRIER	SF	7201	\$ 112.11	\$ 807,304.11	\$ 116.70	\$ 840,356.70	\$ 123.00	\$ 885,723.00			
92	0550 10222	FENCING, TYPE B, S.1-6.0, W VINYL COAT	LF	15716	\$ 18.34	\$ 288,231.44	\$ 17.70	\$ 278,173.20	\$ 17.00	\$ 267,172.00			
93	0550 60234	FENCE GATE, TYP B,SLIDE/CANT,18,1-20'OPEN	EA	7	\$ 3,013.33	\$ 21,093.31	\$ 4,606.10	\$ 32,242.70	\$ 4,500.00	\$ 31,500.00			
94	0570 1 1	PERFORMANCE TURF	SY	310369	\$ 1.18	\$ 366,259.02	\$ 0.55	\$ 170,713.95	\$ 3.00	\$ 931,167.00			
95	0570 1 2	PERFORMANCE TURF, SOD	SY	127900	\$ 2.36	\$ 301,844.00	\$ 2.00	\$ 255,800.00	\$ 5.00	\$ 639,500.00			
96	571 1 13	PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 3	SY	5551	\$ 22.93	\$ 127,284.43	\$ 15.50	\$ 86,040.50	\$ 26.00	\$ 144,326.00			
97	0710 11101	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	GM	3,009	\$ 943.87	\$ 2,840.10	\$ 855.60	\$ 2,574.50	\$ 800.00	\$ 2,407.20			
98	0710 11125	PAINTED PAVT MARK,STD,WHITE,SOLID,24"	LF	154	\$ 4.13	\$ 635.02	\$ 3.75	\$ 577.50	\$ 3.50	\$ 539.00			
99	710 11 141	PAINTED PAVT MARK,STD,WH4,DOT GUIDE, 6"	GM	0.085	\$ 943.87	\$ 80.23	\$ 807.65	\$ 68.65	\$ 800.00	\$ 68.00			
100	0710 11170	PAINTED PAVT MARK,STD,WHITE, ARROWS	EA	8	\$ 53.09	\$ 424.72	\$ 48.25	\$ 386.00	\$ 45.00	\$ 360.00			
101	0710 11201	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	GM	2,482	\$ 943.87	\$ 2,342.69	\$ 857.50	\$ 2,128.32	\$ 800.00	\$ 1,985.60			
102	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2340	\$ 2.36	\$ 5,522.40	\$ 2.15	\$ 5,031.00	\$ 1.50	\$ 3,510.00			
103	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	320	\$ 442.44	\$ 141,580.80	\$ 107.50	\$ 34,400.00	\$ 400.00	\$ 128,000.00			
Subtotal Roadway (Phase V) Item Nos. 1-103						\$ 17,773,413.68		\$ 19,259,480.01		\$ 22,043,092.57			

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.			
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		
Signing and Pavement Marking (Phase V)														
104	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	23	\$ 383.45	\$ 8,819.35	\$ 321.80	\$ 7,401.40	\$ 300.00	\$ 6,900.00				
105	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	13	\$ 1,120.84	\$ 14,570.92	\$ 1,072.70	\$ 13,945.10	\$ 1,000.00	\$ 13,000.00				
106	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	3	\$ 1,710.77	\$ 5,132.31	\$ 1,609.10	\$ 4,827.30	\$ 1,500.00	\$ 4,500.00				
107	0700 1 50	SINGLE POST SIGN, RELOCATE	AS	1	\$ 235.97	\$ 235.97	\$ 75.10	\$ 75.10	\$ 70.00	\$ 70.00				
108	0705 10 1	OBJECT MARKER, TYPE 1	EA	9	\$ 176.98	\$ 1,592.82	\$ 177.00	\$ 1,593.00	\$ 165.00	\$ 1,485.00				
109	0705 10 4	OBJECT MARKER, TYPE 4	EA	3	\$ 176.98	\$ 530.94	\$ 177.00	\$ 531.00	\$ 165.00	\$ 495.00				
110	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	EA	15	\$ 70.79	\$ 1,061.85	\$ 53.65	\$ 804.75	\$ 50.00	\$ 750.00				
111	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$ 29,496.09	\$ 29,496.09	\$ 26,818.05	\$ 26,818.05	\$ 25,000.00	\$ 25,000.00				
112	0711 11123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	1107	\$ 2.48	\$ 2,745.36	\$ 2.25	\$ 2,490.75	\$ 2.10	\$ 2,324.70				
113	0711 11124	THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR CHEVRONS	LF	410	\$ 3.48	\$ 1,426.80	\$ 3.15	\$ 1,291.50	\$ 2.95	\$ 1,209.50				
114	0711 11125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	412	\$ 4.13	\$ 1,701.56	\$ 3.75	\$ 1,545.00	\$ 3.50	\$ 1,442.00				
115	0711 11141	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.251	\$ 2,123.72	\$ 533.05	\$ 1,923.25	\$ 482.74	\$ 1,800.00	\$ 451.80				
116	0711 11160	THERMOPLASTIC, STD, WHITE, MESSAGE OR SYMBOL	EA	2	\$ 176.98	\$ 353.96	\$ 160.90	\$ 321.80	\$ 150.00	\$ 300.00				
117	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	55	\$ 70.79	\$ 3,893.45	\$ 64.35	\$ 3,539.25	\$ 60.00	\$ 3,300.00				
118	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	21	\$ 3.72	\$ 78.12	\$ 3.40	\$ 71.40	\$ 3.15	\$ 66.15				
119	0711 11241	THERMOPLASTIC, STD, YELLOW, DOT / GUIDE, 6"	GM	0.089	\$ 2,359.69	\$ 210.01	\$ 1,926.55	\$ 171.64	\$ 2,000.00	\$ 178.00				
120	0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	LF	854	\$ 14.15	\$ 12,084.10	\$ 12.85	\$ 10,973.90	\$ 12.00	\$ 10,248.00				
121	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	16	\$ 147.48	\$ 2,359.68	\$ 134.10	\$ 2,145.60	\$ 125.00	\$ 2,000.00				
122	0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	16	\$ 135.69	\$ 2,171.04	\$ 123.35	\$ 1,973.60	\$ 115.00	\$ 1,840.00				
123	0711 15101	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 6"	GM	5.143	\$ 4,660.38	\$ 23,968.33	\$ 4,234.80	\$ 21,779.58	\$ 3,950.00	\$ 20,314.85				
124	0711 15102	THERMOPLASTIC, STANDARD OG ASPHALT SURFACES, WHITE, 8"	GM	0.260	\$ 6,784.11	\$ 1,763.87	\$ 6,168.15	\$ 1,603.72	\$ 5,750.00	\$ 1,495.00				

Tabulation of Bids (ITB PW 65-20)

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.		
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost	
Signing and Pavement Marking (Phase V) - (continued)													
125	0711 15131	THERMOPLASTIC, STD OG ASPHALT SURFACES, WHITE, 6", 10-30 SKIP	GM	4.584	\$ 1,651.78	\$ 7,571.76	\$ 1,500.50	\$ 6,878.29	\$ 1,400.00	\$ 6,417.60			
126	0711 15201	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, 6"	GM	4.549	\$ 4,660.38	\$ 21,200.07	\$ 4,228.85	\$ 19,237.04	\$ 3,950.00	\$ 17,968.55			
127	0711 15231	THERMOPLASTIC, STD OG ASPHALT SURFACES, YELLOW, SKIP, 6"	GM	0.152	\$ 1,946.73	\$ 295.90	\$ 1,746.70	\$ 265.50	\$ 1,650.00	\$ 250.80			
128	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	2.380	\$ 4,542.40	\$ 10,720.06	\$ 4,130.00	\$ 9,746.80	\$ 3,850.00	\$ 9,085.00			
129	0711 16131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	GM	0.920	\$ 1,592.78	\$ 1,465.36	\$ 1,448.15	\$ 1,332.30	\$ 1,350.00	\$ 1,242.00			
130	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	1.254	\$ 4,660.38	\$ 5,844.12	\$ 4,223.75	\$ 5,296.58	\$ 3,950.00	\$ 4,953.30			
131	0711 16231	THERMOPLASTIC, STD OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.074	\$ 2,949.61	\$ 218.27	\$ 2,536.90	\$ 187.73	\$ 2,500.00	\$ 185.00			
132	0713103101	PERMANENT TAPE, WHITE, SOLID, 6" CONC BR	GM	1.294	\$ 28,906.17	\$ 37,404.58	\$ 26,200.45	\$ 33,903.38	\$ 24,500.00	\$ 31,703.00			
133	0713103131	PERMANENT TAPE, WHITE, SKIP/D, 6" FOR CONC	GM	0.679	\$ 14,158.12	\$ 9,613.36	\$ 12,702.05	\$ 8,624.69	\$ 1,200.00	\$ 814.80			
134	0713103201	PERMANENT TAPE, YELLOW, SOLID, 6" CONC BR	GM	0.679	\$ 29,496.09	\$ 20,027.85	\$ 26,462.60	\$ 17,968.11	\$ 25,000.00	\$ 16,975.00			
135	0713103331	PERMANENT TAPE, BLACK, SKIP/D, 6" FOR CONC	GM	0.679	\$ 14,158.12	\$ 9,613.36	\$ 12,702.05	\$ 8,624.69	\$ 12,000.00	\$ 8,148.00			
Subtotal Signing and Pavement Marking (Phase V) Items Nos. 104-135					\$	\$ 238,704.29	\$	\$ 216,451.28	\$	\$ 195,114.05			

Tabulation of Bids (ITB PW 65-20)

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.		
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost	
136	0630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	34049	\$ 9.44	\$ 321,422.56	\$ 8.60	\$ 292,821.40	\$ 8.00	\$ 272,392.00			
137	0630 2 12	CONDUIT, F&I, DIRECTIONAL BORE	LF	2046	\$ 21.24	\$ 43,457.04	\$ 19.30	\$ 39,487.80	\$ 18.00	\$ 36,828.00			
138	0632 7 1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	PI	2	\$ 4,483.40	\$ 8,966.80	\$ 4,076.35	\$ 8,152.70	\$ 3,800.00	\$ 7,600.00			
139	0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24"	EA	26	\$ 707.90	\$ 18,405.40	\$ 643.65	\$ 16,734.90	\$ 600.00	\$ 15,600.00			
140	0635 2 12	PULL & SPLICE BOX, F&I, 24" X 36"	EA	69	\$ 1,238.84	\$ 85,479.95	\$ 1,126.35	\$ 77,718.15	\$ 1,050.00	\$ 72,450.00			
141	0634 4 153	SPAN WIRE ASSEMBLY, F&I, TWO POINT ATTACH, BOX SPANS	PI	1	\$ 2,031.69	\$ 2,031.69	\$ 1,847.25	\$ 1,847.25	\$ 1,722.00	\$ 1,722.00			
142	0639 1 121	ELECTRICAL POWER SRV,F&I, MTER FURNISHED BY POWER COMPANY	AS	2	\$ 1,769.76	\$ 3,539.52	\$ 1,609.10	\$ 3,218.20	\$ 1,500.00	\$ 3,000.00			
143	0639 2 1	ELECTRICAL SERVICE WIRE, F&I	LF	100	\$ 2.36	\$ 236.00	\$ 2.15	\$ 215.00	\$ 2.00	\$ 200.00			
144	0641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	2	\$ 1,179.84	\$ 2,359.68	\$ 1,072.75	\$ 2,145.50	\$ 1,000.00	\$ 2,000.00			
145	0641 2 18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII	EA	4	\$ 17,697.55	\$ 70,790.60	\$ 16,090.85	\$ 64,363.40	\$ 15,000.00	\$ 60,000.00			
146	0641 2 60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	EA	2	\$ 530.93	\$ 1,061.86	\$ 482.75	\$ 965.50	\$ 450.00	\$ 900.00			
147	0641 2 80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	2	\$ 5,309.29	\$ 10,618.58	\$ 1,609.10	\$ 3,218.20	\$ 4,500.00	\$ 9,000.00			
148	0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	6	\$ 1,834.65	\$ 11,007.90	\$ 1,688.10	\$ 10,008.60	\$ 1,555.00	\$ 9,330.00			
149	0648 21 21	STEEL MAST ARM ASSEMBLY, F&I, SINGLE ARM 78'	EA	1	\$ 81,409.23	\$ 81,409.23	\$ 74,017.90	\$ 74,017.90	\$ 69,000.00	\$ 69,000.00			
150	0648 21 27	STEEL MAST ARM ASSEMBLY, F&I, DOUBLE ARM 78' - 78'	EA	1	\$ 103,826.25	\$ 103,826.25	\$ 94,399.60	\$ 94,399.60	\$ 88,000.00	\$ 88,000.00			
151	0650 1 14	VEH TRAF SIGNAL, F&I ALUMINUM, 3 S 1 W	AS	16	\$ 1,002.87	\$ 16,045.92	\$ 911.80	\$ 14,588.80	\$ 850.00	\$ 13,600.00			
152	0650 1 16	VEH TRA SIGNAL, F&I ALUMINUM, 4 S STR 1 W	AS	4	\$ 1,415.81	\$ 5,663.24	\$ 1,287.25	\$ 5,149.00	\$ 1,200.00	\$ 4,800.00			
153	0653 1 11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	AS	4	\$ 796.39	\$ 3,185.56	\$ 724.10	\$ 2,896.40	\$ 675.00	\$ 2,700.00			
154	0653 1 12	PEDESTRIAN SIGNAL, F&I LED COUNT, 2 WAYS	AS	2	\$ 1,415.81	\$ 2,831.62	\$ 1,287.25	\$ 2,574.50	\$ 600.00	\$ 1,200.00			
155	0660 1109	LOOP DETECTOR INDUCTIVE, F&I, TYPE 9	EA	7	\$ 312.66	\$ 2,188.62	\$ 284.25	\$ 1,989.75	\$ 675.00	\$ 4,725.00			
156	0660 1110	LOOP DETECTOR INDUCTIVE, F&I, TYPE 10	EA	3	\$ 353.95	\$ 1,061.85	\$ 321.80	\$ 965.40	\$ 265.00	\$ 795.00			
157	0660 2101	LOOP ASSEMBLY- F&I, TYPE A	AS	14	\$ 707.90	\$ 9,910.60	\$ 643.65	\$ 9,011.10	\$ 300.00	\$ 4,200.00			
158	0660 2102	LOOP ASSEMBLY, F&I, TYPE B	AS	14	\$ 766.89	\$ 10,736.46	\$ 687.25	\$ 9,761.50	\$ 600.00	\$ 8,400.00			

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.		C.W. ROBERTS CONTRACTING, INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.	
					Bid Unit Price	Total Cost	Bid Unit Price	Total Cost	Bid Unit Price	Total Cost
Signalization (Phase V) - (continued)										
159	0680 2106	LOOP ASSEMBLY, F&I, TYPE F	AS	2	\$ 1,061.86	\$ 2,123.72	\$ 965.45	\$ 1,930.90	\$ 650.00	\$ 1,300.00
160	0665 1 11	PEDESTRIAN DETECTOR, F&I, STANDARD	EA	8	\$ 294.96	\$ 2,359.68	\$ 268.20	\$ 2,145.60	\$ 900.00	\$ 7,200.00
161	0670 5110	TRAF CNTL ASSEM, F&I, NEMA	AS	2	\$ 29,496.09	\$ 58,992.18	\$ 26,818.05	\$ 53,636.10	\$ 250.00	\$ 500.00
162	0670 5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	\$ 589.92	\$ 589.92	\$ 536.35	\$ 536.35	\$ 50,000.00	\$ 50,000.00
163	0700 3201	SIGN PANEL, F&I OM, UP TO 12 SF	EA	7	\$ 235.97	\$ 1,651.79	\$ 214.55	\$ 1,501.85	\$ 250.00	\$ 1,750.00
<b>Subtotal Signalization (Phase V) Item Nos. 136-163</b>						\$ 881,954.23		\$ 796,001.35		\$ 749,192.00

Tabulation of Bids (ITB PW 65-20)

Southwest Crestview Bypass (Phase V and East-West Connector)

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.		
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost	
Structures (Phase V)													
164	0400 2 4	CONC CLASS II, BRIDGE SUPERSTRUCTURE	CY	4615.0	\$ 550.00	\$ 2,538,250.00	\$ 808.60	\$ 3,751,689.00	\$ 750.00	\$ 3,461,250.00			
165	0400 2 10	CONC CLASS II, APPROACH SLABS	CY	217.1	\$ 450.00	\$ 97,695.00	\$ 539.05	\$ 117,027.76	\$ 645.00	\$ 140,029.50			
166	0400 4 5	CONC CLASS IV, SUBSTRUCTURE	CY	216.6	\$ 1,100.00	\$ 238,260.00	\$ 808.60	\$ 175,142.76	\$ 2,000.00	\$ 433,200.00			
167	0400 4 25	CONC CLASS IV, MASS. SUBSTRUCTURE	CY	4505.4	\$ 740.00	\$ 3,333,996.00	\$ 808.60	\$ 3,643,066.44	\$ 1,200.00	\$ 5,406,480.00			
168	0400 7 1	BRIDGE DECK GROOVING	SY	12172	\$ 3.39	\$ 41,263.08	\$ 5.40	\$ 65,728.80	\$ 3.00	\$ 36,516.00			
169	0400 9 1	BRIDGE DECK PLANING	SY	12172	\$ 5.13	\$ 62,442.36	\$ 5.95	\$ 72,423.40	\$ 5.00	\$ 60,860.00			
170	0400147	COMPOSITE NEOPRENE PADS	CF	115.6	\$ 1,250.00	\$ 144,500.00	\$ 1,078.10	\$ 124,628.36	\$ 1,050.00	\$ 121,380.00			
171	0415 1 4	REINF STEEL- SUPERSTRUCTURE	LB	1060093	\$ 1.14	\$ 1,208,506.02	\$ 1.10	\$ 1,166,102.30	\$ 1.00	\$ 1,060,093.00			
172	0415 1 5	REINF STEEL- SUBSTRUCTURE	LB	966135	\$ 1.19	\$ 1,149,700.65	\$ 1.10	\$ 1,062,748.50	\$ 1.00	\$ 966,135.00			
173	0415 1 9	REINF STEEL- APPROACH SLABS	LB	39508	\$ 1.15	\$ 45,431.90	\$ 1.10	\$ 43,456.60	\$ 1.00	\$ 39,506.00			
174	0450 2 63	PREST BEAMS: FLORIDA-I BEAM 63"	LF	16115	\$ 325.00	\$ 5,237,375.00	\$ 307.25	\$ 4,951,333.75	\$ 300.00	\$ 4,834,500.00			
175	0455 34 5	PRESTRESSED CONCRETE PILING, 24" SQ	LF	21281	\$ 110.00	\$ 2,340,910.00	\$ 118.60	\$ 2,523,926.60	\$ 105.00	\$ 2,234,505.00			
176	0455143 5	TEST PILES-PREST CONCRETE, 24" SQ	LF	2030	\$ 250.00	\$ 507,500.00	\$ 194.05	\$ 393,921.50	\$ 300.00	\$ 609,000.00			
177	0458 1 12	BRIDGE DECK EXPANSION JNT, NEW STRIP SEAL	LF	549	\$ 300.00	\$ 164,700.00	\$ 377.35	\$ 207,165.15	\$ 350.00	\$ 192,150.00			
178	459 71	PILES, POLYETHYLENE SHEETING	EA	356	\$ 11.00	\$ 3,916.00	\$ 4.30	\$ 1,530.80	\$ 15.00	\$ 5,340.00			
179	0506 2	BRIDGE DRAINAGE PIPE	LF	106	\$ 85.00	\$ 8,925.00	\$ 539.05	\$ 56,600.25	\$ 212.00	\$ 22,260.00			
180	0506 3	BRIDGE DRAINS	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 16,171.70	\$ 32,343.40	\$ 4,000.00	\$ 8,000.00			
181	0515 4 2	BULLET RAIL, DOUBLE RAIL	LF	3300	\$ 61.00	\$ 201,300.00	\$ 43.10	\$ 142,230.00	\$ 35.00	\$ 115,500.00			
182	0520 70	CONCRETE TRAFFIC SEPARATOR, SP- VAR WIDT	SY	2493	\$ 65.00	\$ 162,045.00	\$ 145.55	\$ 362,856.15	\$ 70.00	\$ 174,510.00			
183	0521 5 13	CONC TRAF RAIL- BRIDGE 36" SING SLOPE	LF	3590	\$ 90.00	\$ 323,100.00	\$ 75.45	\$ 270,865.50	\$ 81.00	\$ 290,790.00			
184	0521 6 11	CONC PARAPET, PED/BIKE, 27"	LF	3590	\$ 57.00	\$ 204,630.00	\$ 72.25	\$ 259,377.50	\$ 50.00	\$ 179,500.00			

**Tabulation of Bids (ITB PW 65-20)**

Southwest Crestview Bypass (Phase V and East-West Connector)

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.		C.W. ROBERTS CONTRACTING, INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.	
					Bid Unit Price	Total Cost	Bid Unit Price	Total Cost	Bid Unit Price	Total Cost
Structures (Phase V) (continued)										
185	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	1017.7	\$ 95.00	\$ 96,681.50	\$ 156.35	\$ 159,117.40	\$ 100.00	\$ 101,770.00
186	0650 10344	FENCING, TYPE R, 7.4-8.0', PARTIAL ENCLOSURE	LF	290	\$ 165.00	\$ 47,850.00	\$ 279.40	\$ 81,026.00	\$ 250.00	\$ 72,500.00
187	0630 2 16	CONDUIT, F&I, EMBEDDED-BARR./RAILINGS	LF	21573	\$ 3.60	\$ 77,662.80	\$ 6.45	\$ 139,145.85	\$ 7.00	\$ 151,011.00
188	0635 3 13	JUNCTION BOX, FURNISH & INSTALL, EMBED	EA	30	\$ 550.00	\$ 16,500.00	\$ 643.65	\$ 19,309.50	\$ 660.00	\$ 19,800.00
Subtotal Structures (Phase V) Item Nos. 164-188						\$ 18,265,140.31		\$ 19,802,763.26		\$ 20,736,585.50

Subtotal - Roadway (Phase V) Item Nos. 1-103			\$ 17,773,413.68		\$ 19,259,480.01		\$ 22,043,092.57
Subtotal - Signing and Pavement Marking (Phase V) Item Nos. 104-135			\$ 238,704.29		\$ 216,451.28		\$ 195,114.05
Subtotal - Signalization (Phase V) Item Nos. 136-163			\$ 881,954.23		\$ 796,001.35		\$ 749,192.00
Subtotal - Structures (Phase V) Item Nos. 164-188			\$ 18,265,140.31		\$ 19,802,763.26		\$ 20,736,585.60
<b>Total (Phase V) Item Nos. 1-188</b>			\$ 37,159,212.50		\$ 40,074,695.91		\$ 43,723,984.12

Southwest Crestview Bypass (Phase V and East-West Connector)

Tabulation of Bids (ITB PW 65-20)

Bid Tabulation for Southwest Crestview Bypass (East-West Connector )

Item No.	Pay Item Number	Description	Unit Meas	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, I.L.C.			
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		
Roadway (East-West Connector)														
1	101 1	MOBILIZATION	LS	1	\$ 178,866.10	\$ 178,866.10	\$ 943,464.15	\$ 943,464.15	\$ 975,000.00	\$ 975,000.00				
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$ 23,377.94	\$ 23,377.94	\$ 71,921.15	\$ 71,921.15	\$ 100,000.00	\$ 100,000.00				
3	102 2 3	SPECIAL DETOUR 3 TEMP. PAVEMENT	LS	1	\$ 13,456.34	\$ 13,456.34	\$ 15,891.00	\$ 15,891.00	\$ 20,000.00	\$ 20,000.00				
4	102 2 4	SPECIAL DETOUR 4 TEMP. PAVEMENT	LS	1	\$ 3,673.50	\$ 3,673.50	\$ 3,878.80	\$ 3,878.80	\$ 10,000.00	\$ 10,000.00				
5	102 2 300	SPECIAL DETOUR - TEMPORARY EARTHWORKBASE	LS	1	\$ 1,516.21	\$ 1,516.21	\$ 960.95	\$ 960.95	\$ 15,000.00	\$ 15,000.00				
6	0102 3	COMMERCIAL MATL FOR TEMP DRIVEWAY MAINT	CY	84.1	\$ 47.67	\$ 4,009.05	\$ 145.15	\$ 12,207.12	\$ 105.00	\$ 8,830.50				
7	0102 60	WORK ZONE SIGN	ED	35398	\$ 0.33	\$ 11,681.34	\$ 0.30	\$ 10,619.40	\$ 0.30	\$ 10,619.40				
8	0102 74 1	CHANNEL DEVICE-TYPS U,I,D,V, DRUM, LCD	ED	9068	\$ 0.19	\$ 1,721.02	\$ 0.15	\$ 1,358.70	\$ 0.15	\$ 1,358.70				
9	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN,TEMP	ED	358	\$ 20.06	\$ 7,181.48	\$ 18.25	\$ 6,533.50	\$ 17.00	\$ 6,086.00				
10	0102 115	TYPE III BARRICADE	ED	2224	\$ 0.41	\$ 911.84	\$ 0.40	\$ 889.60	\$ 0.75	\$ 1,668.00				
11	0104 10 3	SEDIMENT BARRIER	LF	33100	\$ 2.05	\$ 67,855.00	\$ 4.90	\$ 162,190.00	\$ 5.00	\$ 165,500.00				
12	0104 11	FLOATING TURBIDITY BARRIER	LF	725	\$ 32.30	\$ 23,626.50	\$ 26.60	\$ 19,293.00	\$ 28.00	\$ 20,440.00				
13	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	2	\$ 5,761.45	\$ 11,522.90	\$ 3,435.75	\$ 6,871.50	\$ 6,000.00	\$ 12,000.00				
14	0104 16	INLET PROTECTION SYSTEM	EA	1	\$ 176.98	\$ 176.98	\$ 600.00	\$ 600.00	\$ 180.00	\$ 180.00				
15	0107 1	LITTER REMOVAL	AC	63.98	\$ 47.19	\$ 3,021.16	\$ 28.95	\$ 1,834.85	\$ 27.00	\$ 1,711.26				
16	0107 2	MOWING	AC	1327.12	\$ 5.00	\$ 6,635.60	\$ 7.50	\$ 9,953.40	\$ 1.00	\$ 1,327.12				
17	0110 1 1	CLEARING & GRUBBING	LS	1	\$ 251,660.66	\$ 251,660.66	\$ 369,952.85	\$ 369,952.85	\$ 867,000.00	\$ 867,000.00				
18	110 4 10	REMOVAL OF EXISTING CONCRETE	SY	52	\$ 23.60	\$ 1,227.20	\$ 32.35	\$ 1,682.20	\$ 15.00	\$ 780.00				
19	0110 7 1	MAILBOX, F&I SINGLE	EA	4	\$ 176.98	\$ 707.92	\$ 207.00	\$ 828.00	\$ 185.00	\$ 740.00				
20	0120 1	REGULAR EXCAVATION	CY	257812.7	\$ 3.23	\$ 832,735.02	\$ 3.55	\$ 915,235.09	\$ 4.50	\$ 1,160,157.15				
21	0120 4	SUBSOIL EXCAVATION	CY	9075.3	\$ 12.09	\$ 109,720.38	\$ 6.45	\$ 58,535.69	\$ 25.00	\$ 226,882.50				



Tabulation of Bids (ITB PW 65-20)

Southwest Crestview Bypass (Phase V and East-West Connector)

Item No.	Pay Item Number	Description	Unit	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.		
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost	
Roadway (East-West Connector) - (continued)													
22	0120 6	EMBANKMENT	CY	150980.0	\$ 1.40	\$ 211,302.00	\$ 2.65	\$ 399,964.50	\$ 2.00	\$ 301,860.00			
23	0160 4	TYPE B STABILIZATION	SY	65591	\$ 4.75	\$ 311,557.25	\$ 3.35	\$ 219,729.85	\$ 4.50	\$ 295,159.50			
24	0285701	OPTIONAL BASE, BASE GROUP 01	SY	18268	\$ 8.74	\$ 159,662.32	\$ 9.65	\$ 176,286.20	\$ 10.75	\$ 196,381.00			
25	0285706	OPTIONAL BASE, BASE GROUP 06	SY	33468	\$ 12.85	\$ 430,076.65	\$ 15.65	\$ 523,789.85	\$ 15.00	\$ 502,035.00			
26	2857XX	OPTIONAL BASE - GRADED AGGREGATE, 16"	SY	3377	\$ 64.32	\$ 217,208.64	\$ 53.25	\$ 179,825.25	\$ 54.00	\$ 182,358.00			
27	0286 1	TURNOUT CONSTRUCTDRIVEWAY BASE- OPT. MAT.	SY	2370	\$ 29.30	\$ 69,441.00	\$ 13.85	\$ 32,824.50	\$ 50.00	\$ 118,500.00			
28	0327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	2689	\$ 4.54	\$ 12,117.26	\$ 3.60	\$ 9,608.40	\$ 5.00	\$ 13,345.00			
29	0334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	TN	685.4	\$ 144.06	\$ 98,738.72	\$ 90.45	\$ 61,994.43	\$ 151.00	\$ 103,495.40			
30	0334 1 53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	TN	5825.4	\$ 107.87	\$ 628,385.90	\$ 104.95	\$ 611,375.73	\$ 111.00	\$ 646,619.40			
31	0337 7 62	ASPH CONC FC, TRAFFIC C, FC-9.5, PG 76-22	TN	2647.1	\$ 101.08	\$ 267,568.87	\$ 123.15	\$ 325,990.37	\$ 103.00	\$ 272,651.30			
32	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	22.3	\$ 319.57	\$ 7,126.41	\$ 220.80	\$ 4,923.84	\$ 375.00	\$ 8,362.50			
33	0400 4 1	CONC CLASS IV, CULVERTS	CY	472.8	\$ 1,231.63	\$ 582,314.66	\$ 1,726.05	\$ 816,076.44	\$ 1,600.00	\$ 756,480.00			
34	0415 1 1	REINF STEEL- ROADWAY	LB	131958	\$ 1.43	\$ 188,699.94	\$ 0.01	\$ 1,319.58	\$ 1.00	\$ 131,958.00			
35	0425 1351	INLETS, CURB, TYPE P-5, <10'	EA	13	\$ 5,843.74	\$ 75,968.62	\$ 5,513.00	\$ 71,669.00	\$ 5,800.00	\$ 75,400.00			
36	0425 1361	INLETS, CURB, TYPE P-6, <10'	EA	3	\$ 6,434.77	\$ 19,304.31	\$ 6,106.05	\$ 18,318.15	\$ 6,100.00	\$ 18,300.00			
37	0425 1452	INLETS, CURB, TYPE J-5, >10'	EA	1	\$ 10,507.28	\$ 10,507.28	\$ 10,171.00	\$ 10,171.00	\$ 9,600.00	\$ 9,600.00			
38	0425 1461	INLETS, CURB, TYPE J-6, <10'	EA	1	\$ 7,610.95	\$ 7,610.95	\$ 7,290.50	\$ 7,290.50	\$ 7,600.00	\$ 7,600.00			
39	0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	6	\$ 4,710.13	\$ 28,260.78	\$ 5,126.10	\$ 30,756.60	\$ 4,450.00	\$ 26,700.00			
40	0425 1529	INLETS, DT BOT, TYPE C, MODIFY	EA	2	\$ 7,719.48	\$ 15,438.96	\$ 7,835.05	\$ 15,670.10	\$ 8,000.00	\$ 16,000.00			
41	0425 1541	INLETS, DT BOT, TYPE D, <10'	EA	3	\$ 5,231.09	\$ 15,693.27	\$ 5,626.90	\$ 16,880.70	\$ 4,700.00	\$ 14,100.00			
42	0425 1542	INLETS, DT BOT, TYPE D, >10'	EA	1	\$ 8,874.45	\$ 8,874.45	\$ 7,260.50	\$ 7,260.50	\$ 9,300.00	\$ 9,300.00			

Tabulation of Bids (ITB PW 65-20)

Southwest Crestview Bypass (Phase V and East-West Connector)

Item No.	Pay Item Number	Description	Unit	Plan Quantity	ANDERSON COLUMBIA CO. INC.			C.W. ROBERTS CONTRACTING, INC.			SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC		
					Bid Unit Price	Total Cost		Bid Unit Price	Total Cost		Bid Unit Price	Total Cost	
Roadway (East-West Connector) - (continued)													
43	0425 1549	INLETS, DT BOT, TYPE D, MODIFY	EA	1	\$ 7,810.33	\$ 7,810.33	\$ 5,932.35	\$ 5,932.35	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
44	0425 1589	INLETS, DT BOT, TYPE H, MODIFY	EA	1	\$ 7,812.15	\$ 7,812.15	\$ 7,242.30	\$ 7,242.30	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00	\$ 8,200.00
45	0425 1701	INLETS, GUTTER, TYPE S, <10'	EA	2	\$ 7,106.22	\$ 14,212.44	\$ 5,000.55	\$ 10,001.10	\$ 4,300.00	\$ 8,600.00	\$ 4,300.00	\$ 8,600.00	\$ 8,600.00
46	0425 2 41	MANHOLES, P-7, <10'	EA	1	\$ 7,252.73	\$ 7,252.73	\$ 6,130.20	\$ 6,130.20	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00
47	0430174118	PIPE CULV, OPT MATL, ROUND, 18"SD	LF	319	\$ 57.56	\$ 18,361.64	\$ 50.15	\$ 15,997.85	\$ 99.00	\$ 31,581.00	\$ 99.00	\$ 31,581.00	\$ 31,581.00
48	0430174148	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" SD	LF	112	\$ 132.64	\$ 14,855.68	\$ 127.75	\$ 14,308.00	\$ 255.00	\$ 28,560.00	\$ 255.00	\$ 28,560.00	\$ 28,560.00
49	0430175118	PIPE CULV, OPT MATL, ROUND, 18"SID	LF	2645	\$ 47.99	\$ 126,933.55	\$ 50.65	\$ 133,969.25	\$ 67.00	\$ 177,215.00	\$ 67.00	\$ 177,215.00	\$ 177,215.00
50	0430175124	PIPE CULV, OPT MATL, ROUND, 24"SID	LF	1360	\$ 59.96	\$ 81,545.60	\$ 61.55	\$ 83,708.00	\$ 80.00	\$ 108,800.00	\$ 80.00	\$ 108,800.00	\$ 108,800.00
51	0430175130	PIPE CULV, OPT MATL, ROUND, 30"SID	LF	459	\$ 83.43	\$ 38,294.37	\$ 78.50	\$ 36,031.50	\$ 99.00	\$ 45,441.00	\$ 99.00	\$ 45,441.00	\$ 45,441.00
52	0430175142	PIPE CULV, OPT MATL, ROUND, 42"SID	LF	288	\$ 125.36	\$ 33,596.48	\$ 101.45	\$ 27,188.60	\$ 170.00	\$ 45,560.00	\$ 170.00	\$ 45,560.00	\$ 45,560.00
53	0430542120	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 30 DEGREES, ROUND	EA	2	\$ 7,996.05	\$ 15,992.10	\$ 9,949.55	\$ 19,899.10	\$ 7,600.00	\$ 15,200.00	\$ 7,600.00	\$ 15,200.00	\$ 15,200.00
54	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	7	\$ 1,235.07	\$ 8,645.49	\$ 1,801.65	\$ 12,611.55	\$ 2,500.00	\$ 17,500.00	\$ 2,500.00	\$ 17,500.00	\$ 17,500.00
55	0430982129	MITERED END SECT, OPTIONAL RD, 24" CD	EA	6	\$ 1,904.51	\$ 11,427.06	\$ 2,045.35	\$ 12,272.10	\$ 2,600.00	\$ 15,600.00	\$ 2,600.00	\$ 15,600.00	\$ 15,600.00
56	0430982133	MITERED END SECT, OPTIONAL RD, 30" CD	EA	1	\$ 2,921.25	\$ 2,921.25	\$ 2,413.20	\$ 2,413.20	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00
57	0430982140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	EA	2	\$ 2,510.52	\$ 5,021.04	\$ 3,032.20	\$ 6,064.40	\$ 5,700.00	\$ 11,400.00	\$ 5,700.00	\$ 11,400.00	\$ 11,400.00
58	0430982141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	EA	2	\$ 2,510.52	\$ 5,021.04	\$ 3,451.00	\$ 6,902.00	\$ 7,200.00	\$ 14,400.00	\$ 7,200.00	\$ 14,400.00	\$ 14,400.00
59	0430984125	MITERED END SECTION, OPTIONAL RD, 18" SD	EA	16	\$ 1,163.54	\$ 18,616.64	\$ 1,801.65	\$ 28,826.40	\$ 2,500.00	\$ 40,000.00	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00
60	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	7767	\$ 22.42	\$ 174,136.14	\$ 21.85	\$ 169,708.95	\$ 27.00	\$ 209,709.00	\$ 27.00	\$ 209,709.00	\$ 209,709.00
61	0520 6	SHOULDER GUTTER-CONCRETE	LF	1279	\$ 23.60	\$ 30,184.40	\$ 23.70	\$ 30,312.30	\$ 32.00	\$ 40,928.00	\$ 32.00	\$ 40,928.00	\$ 40,928.00
62	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	4473	\$ 53.09	\$ 237,471.57	\$ 56.20	\$ 251,382.60	\$ 52.50	\$ 234,832.50	\$ 52.50	\$ 234,832.50	\$ 234,832.50
63	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	164	\$ 63.72	\$ 10,450.08	\$ 72.95	\$ 11,963.80	\$ 81.00	\$ 13,284.00	\$ 81.00	\$ 13,284.00	\$ 13,284.00

Tabulation of Bids (ITB PW 65-20)

Southwest Crestview Bypass (Phase V and East-West Connector)

Item No.	Pay Item Number	Description	Unit	Plan Quantity	ANDERSON COLUMBIA CO. INC.		C.W. ROBERTS CONTRACTING, INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.	
					Bid Unit Price	Total Cost	Bid Unit Price	Total Cost	Bid Unit Price	Total Cost
Roadway (East-West Connector) - (continued)										
64	0527 2	DETECTABLE WARNINGS	SF	72	\$ 29.50	\$ 2,124.00	\$ 26.80	\$ 1,929.60	\$ 27.00	\$ 1,944.00
65	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	245.3	\$ 241.12	\$ 59,146.74	\$ 89.55	\$ 21,966.62	\$ 125.00	\$ 30,662.50
66	0530 5 1	GABION, UP TO 1 FOOT THICKNESS	SY	3204	\$ 106.19	\$ 340,232.76	\$ 98.85	\$ 316,715.40	\$ 65.00	\$ 208,260.00
67	0538 1 0	GUARDRAIL -ROADWAY, GENERAL,LOW SPEED TL-2	LF	647	\$ 18.29	\$ 11,833.63	\$ 13.40	\$ 8,669.80	\$ 12.50	\$ 8,087.50
68	0536 7 3	GUARDRAIL REMOVAL	LF	290	\$ 3.54	\$ 1,026.60	\$ 1.05	\$ 304.50	\$ 1.00	\$ 290.00
69	0536 8 5 24	GUARDRAIL END TREATMENT- PARA APP TERM	EA	2	\$ 2,654.66	\$ 5,309.32	\$ 2,896.35	\$ 5,792.70	\$ 2,700.00	\$ 5,400.00
70	0650 10222	FENCING, TYPE B, 5.1-6.0, W/VINYL COAT	LF	6702	\$ 19.77	\$ 132,498.54	\$ 18.05	\$ 120,974.10	\$ 17.00	\$ 113,934.00
71	0650 60234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20'OPEN	EA	6	\$ 3,013.33	\$ 18,079.98	\$ 4,606.10	\$ 27,636.60	\$ 4,500.00	\$ 27,000.00
72	0570 1 1	PERFORMANCE TURF	SY	125998	\$ 1.18	\$ 148,677.64	\$ 0.55	\$ 69,298.90	\$ 3.00	\$ 377,994.00
73	0570 1 2	PERFORMANCE TURF, SOD	SY	58500	\$ 2.36	\$ 138,060.00	\$ 2.00	\$ 117,000.00	\$ 6.00	\$ 351,000.00
74	0710 11101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	GM	4,764	\$ 943.87	\$ 4,496.60	\$ 857.45	\$ 4,084.89	\$ 800.00	\$ 3,811.20
75	0710 11180	PAINTED PAVT MARK, STD, WHITE, SYMBOL	EA	2	\$ 53.09	\$ 106.18	\$ 48.30	\$ 96.60	\$ 45.00	\$ 90.00
76	0710 11201	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	GM	4,751	\$ 943.87	\$ 4,484.33	\$ 858.00	\$ 4,075.36	\$ 800.00	\$ 3,800.80
77	0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	2000	\$ 2.36	\$ 4,720.00	\$ 2.15	\$ 4,300.00	\$ 1.50	\$ 3,000.00
78	1050 14003	UTILITY PIPE, RELOCATE, 5.0-7 8"	LF	120	\$ 147.48	\$ 17,697.60	\$ 134.10	\$ 16,092.00	\$ 135.00	\$ 16,200.00
79	1050 61 124	UTILITY PIPE- STEEL, FURNISH & INSTALL, CASING, 24"	LF	160	\$ 442.44	\$ 70,790.40	\$ 107.20	\$ 17,152.00	\$ 445.00	\$ 71,200.00
Subtotal Roadway (East-West Connector) Item Nos. 1-79					\$	\$ 6,734,599.21	\$	\$ 7,772,071.04	\$	\$ 9,601,130.23

Tabulation of Bids (ITB PW 65-20)

Southwest Crestview Bypass (Phase V and East-West Connector)

Item No.	Pay Item Number	Description	Unit	Plan Quantity	ANDERSON COLUMBIA CO. INC.		C.W. ROBERTS CONTRACTING, INC.		SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC.	
					Bid Unit Price	Total Cost	Bid Unit Price	Total Cost	Bid Unit Price	Total Cost
Signing and Pavement Marking (East-West Connector)										
80	0700 1 11	SINGLE POST SIGN, F&I GM, <12 SF	AS	14	\$ 383.45	\$ 5,368.30	\$ 321.80	\$ 4,505.20	\$ 308.00	\$ 4,200.00
81	0700 1 12	SINGLE POST SIGN, F&I GM, 12-20 SF	AS	5	\$ 1,120.84	\$ 5,604.20	\$ 1,072.70	\$ 5,363.50	\$ 1,000.00	\$ 5,000.00
82	0700 1 13	SINGLE POST SIGN, F&I GM, 21-30 SF	AS	1	\$ 1,710.77	\$ 1,710.77	\$ 1,609.10	\$ 1,609.10	\$ 1,500.00	\$ 1,500.00
83	0705 10 1	OBJECT MARKER, TYPE 1	EA	3	\$ 176.98	\$ 530.94	\$ 177.00	\$ 531.00	\$ 165.00	\$ 495.00
84	0710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$ 14,158.12	\$ 14,158.12	\$ 12,872.65	\$ 12,872.65	\$ 12,000.00	\$ 12,000.00
85	0711 1125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	81	\$ 4.13	\$ 334.53	\$ 3.75	\$ 303.75	\$ 3.50	\$ 283.50
86	0711 11170	THERMOPLASTIC, STD, WHITE, ARROW	EA	23	\$ 70.79	\$ 1,628.17	\$ 64.35	\$ 1,480.05	\$ 60.00	\$ 1,380.00
87	0711 11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	602	\$ 3.72	\$ 2,239.44	\$ 3.40	\$ 2,046.80	\$ 3.15	\$ 1,896.30
88	0711 11421	THERMOPLASTIC, STD, BLUE, SOLID, 6"	LF	70	\$ 3.54	\$ 247.80	\$ 3.20	\$ 224.00	\$ 3.00	\$ 210.00
89	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	2	\$ 147.48	\$ 294.96	\$ 134.10	\$ 268.20	\$ 125.00	\$ 250.00
90	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	5,026	\$ 4,542.40	\$ 22,830.10	\$ 4,125.05	\$ 20,732.50	\$ 3,850.00	\$ 19,350.10
91	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	3,006	\$ 4,660.38	\$ 14,009.10	\$ 4,228.80	\$ 12,711.77	\$ 3,950.00	\$ 11,873.70
92	0711 16231	THERMOPLASTIC, STD-OTH, YELLOW, SKIP, 6"	GM	0.877	\$ 1,946.73	\$ 1,707.28	\$ 1,755.85	\$ 1,539.88	\$ 1,650.00	\$ 1,447.05
Subtotal Signing and Pavement Marking (East-West Connector) Item Nos. 80-92						\$ 70,863.72		\$ 64,188.40		\$ 59,885.65

Subtotal - Roadway (East-West Connector) Item Nos. 1-79		\$ 6,734,599.21	\$ 7,772,071.04	\$ 9,601,130.23
Subtotal - Signing and Pavement Marking (East-West Connector) Item Nos. 80-92		\$ 70,663.72	\$ 64,188.40	\$ 59,885.65
<b>Total (East-West Connector) Item Nos. 1-92</b>		<b>\$ 6,805,262.93</b>	<b>\$ 7,836,259.44</b>	<b>\$ 9,661,015.88</b>

**Tabulation of Bids (ITB PW 65-20)**

Southwest Crestview Bypass (Phase V and East-West Connector)

SUPERIOR CONSTRUCTION  
COMPANY SOUTHEAST, LLC.

\$	43,723,584.12
\$	9,661,015.88
\$	53,385,000.00

C.W. ROBERTS  
CONTRACTING, INC.

\$	40,074,695.91
\$	7,836,259.44
\$	47,910,955.35

ANDERSON COLUMBIA CO.  
INC.

\$	37,159,212.50
\$	6,805,262.93
\$	43,964,475.43

<b>SUMMARY OF COST Southwest Crestview Bypass (Phase V and East-West Connector)</b>
Total (Phase V) Item Nos. 1-188
Total (East-West Connector) Item Nos. 1-92
<b>Grand Total Southwest Crestview Bypass (Phase V &amp; East-West Connector)</b>

I certify this to be a true and correct tabulation of the bids received.

*Ryan McGhee*

Ryan McGhee, P.E.  
Florida License No 85398

Wednesday, September 23, 2020  
Date:

