

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/16/2022

Contract/Lease Control #: C23-3277-AP

Procurement#: ITB AP 62-22

Contract/Lease Type: CONTRACT

Award To/Lessee: PRECISION APPROACH, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/15/2022

Expiration Date: 270 DAYS FROM NTP

Description of Contract/Lease: AIRFIELD SIGNAGE IMPROVEMENTS AT BOB SIKES AIRPORT AND DESTIN EXECUTIVE AIRPORT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/01/2022

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 Sanford Insurance, LLC 4488 Forsyth Rd.  Macon GA 31210		CONTACT NAME: Teresa Bedingfield PHONE (A/C No. Ext): (478) 471-4221 FAX (A/C No.): (478) 471-4222 E-MAIL ADDRESS: tbedingfield@sanfordusa.com	
INSURED Precision Approach, LLC 874 Harmony Road  Eatonton GA 31024		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company NAIC # 24082 INSURER B: Trisura Specialty Insurance Company 16188 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL21121511367 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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GL Certificate Separate			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG Package Modification \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58346205	12/08/2021	12/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10000			TXS 000127103	12/08/2021	12/08/2022	PER STATUTE <input checked="" type="checkbox"/> OTHER EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	XWS58346205	12/08/2021	12/08/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			BKS58346205	12/08/2021	12/08/2022	\$500 Deductible \$100,000 \$100,000 Ded/JS Limit \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bob Sikes Airport & Destin Executive Airport  
Airfield Signage Improvements  
Okaloosa County, FL  
ITB AP 62-22

Work Comp Waiver of Subrogation In favor of Certificate Holder,  
Excluded Officer/Owner: Jeff Green

**CONTRACT #: C23-3277-AP**  
**PRECISION APPROACH, LLC.**  
**AIRFIELD SIGNAGE IMPROVEMENTS**  
**AT BOB SIKES AND DTS AIRPORTS**  
**EXPIRES: 270 DAYS FROM NTP**

CERTIFICATE HOLDER	CANCELLATION
Okaloosa County 5478-A Old Bethel Road  Crestview FL 32536	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 



## SCHEDULE OF LOCATIONS

Location of Aviation premises owned, rented to or occupied by the Named Insured:

874 Harmony Road, Eatonton, GA  
172 Sammons Pkwy., Eatonton, GA  
Including those airport premises necessary and incidental to the Aviation Operations of the Named Insured.

Type of Coverage:

### LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$10,000,000
Products-Completed Operations Aggregate Limit	\$5,000,000
Personal Injury & Advertising Injury Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$5,000
Each Occurrence	\$5,000
On-Premises Automobile	\$5,000,000
Property Damage Deductible(s): \$10,000 per claim	

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**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

Policy Number:	NAF6045570	Endorsement #:	77
Named Insured:	Precision Approach, LLC		
Company:	Endurance American Insurance Co.	Effective Date:	10/27/2022
Aviation Managers:	<u>W. Scott Brown</u>	Date Issued:	10/28/2022

This endorsement is part of your policy and takes effect on the effective date of your policy unless another effective date is shown above.

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

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In consideration of the premium paid and notwithstanding anything in the policy to the contrary, this endorsement amends the policy as shown below:

**Name of Person or Organization:**

Okaloosa County  
5479-A Old Bethel Road  
Crestview, FL 32536

**Project:**

Bob Sikes Airport & Destin Executive Airport  
Airfield Signage Improvements  
Okaloosa County, FL  
ITB AP 62-22

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS ENDORSEMENT CANCELS AND REPLACES ENDORSEMENT #76 AI - ADDITIONAL DESIGNATED PERSON OR ORGANIZATION IN ITS ENTIRETY

**Section II - Who is an Insured** is amended to include as an insured the person or organization shown in the schedule above, but only with respect to liability arising out of your **aviation operations**.

All other terms and conditions of the policy remain unchanged.

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

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End of Endorsement – NAF2000 END01 (1215)

DEPUTY CLERK JDUNLAP  
JD PEACOCK II CLERK OF COURTS,  
OKALOOSA COUNTY, FLORIDA

# AIA Document A312™ – 2010

Bond #016231847

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

Precision Approach, LLC  
874 Harmony Road  
Eatonton, GA 31024

**OWNER:**  
*(Name, legal status and address)*

Okaloosa County  
1250 N. Eglin Parkway Suite 100  
Shalimar, FL 32579

**CONSTRUCTION CONTRACT**

Date:

Amount: \$228,809.00

Description:  
*(Name and location)*

Airfield Signage Improvements Bob Sikes Airport (CEW) & The Destin Executive Airport (DTS)

**SURETY:**  
*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

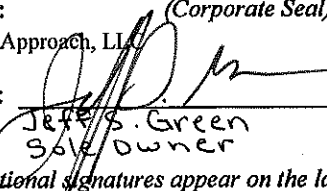
**BOND**

Date: October 31, 2022  
*(Not earlier than Construction Contract Date)*

Amount: \$228,809.00

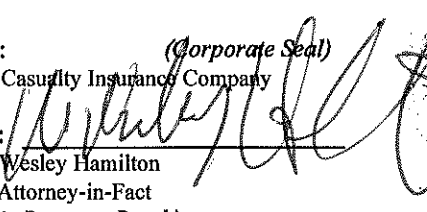
Modifications to this Bond:  None  See Section 18

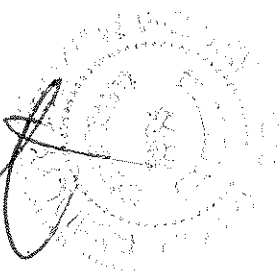
**CONTRACTOR AS PRINCIPAL**  
Company: Precision Approach, LLC *(Corporate Seal)*

Signature:   
Name: Jeff S. Green  
and Title: Sole Owner

*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**  
Company: The Ohio Casualty Insurance Company *(Corporate Seal)*

Signature:   
Name: W. Wesley Hamilton  
and Title: Attorney-in-Fact



*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Sterling Seacrest Pritchard  
2500 Cumberland Parkway, Suite 400  
Atlanta, GA 30339  
(678) 424-6500

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

**§ 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 Section 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

**§ 6** If a notice of non-payment required by Section 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 Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207193-016172

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian M. Perry, Charles W. Seiler, Cynthia L. Trickey, David E. Paddison, Debra Johnson, Douglas L. Rieder, F. Anderson Philips, James C. Congelio, James N. Congelio, James R. Ramsay, John W. Miller, II, Margaret S. Meyers, Michael J. Brown, Misty L. Haig, Nick W. Peters, Pamela K. Hays, W. Wesley Hamilton, William H. Griffin

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

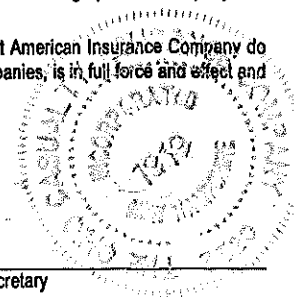
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of October, 2022.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

DEPUTY CLERK JDUNLAP  
JD PEACOCK II CLERK OF COURTS,  
OKALOOSA COUNTY, FLORIDA

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

Bond #016231847

**CONTRACTOR:**

*(Name, legal status and address)*

Precision Approach, LLC

874 Harmony Road  
Eatonton, GA 31024

**OWNER:**

*(Name, legal status and address)*

Okaloosa County  
1250 N. Eglin Parkway Suite 100  
Shalimar, FL 32579

**CONSTRUCTION CONTRACT**

Date:

Amount: \$228,809.00

**Description:**

*(Name and location)*

Airfield Signage Improvements Bob Sikes Airport (CEW) & The Destin Executive Airport (DTS)

**SURETY:**

*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: October 31, 2022

*(Not earlier than Construction Contract Date)*

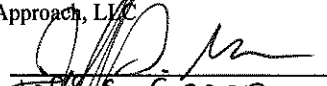
Amount: \$228,809.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Precision Approach, LLC

Signature: 

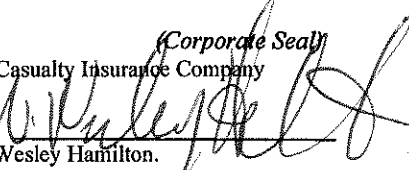
Name: Jeff S. Green  
and Title: Sole Owner

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*

The Ohio Casualty Insurance Company

Signature: 

Name: W. Wesley Hamilton  
and Title: Attorney-in-Fact



*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Sterling Seacrest Pritchard  
2500 Cumberland Parkway, Suite 400  
Atlanta, GA 30339  
(678) 424-6500

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*



**§ 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 Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title:

Name and Title:

Address

Address

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# PRECISION APPROACH LLC

Unique Entity ID <b>C8NNPFZVLA77</b>	CAGE / NCAGE <b>4UY46</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 7, 2023</b>	
Physical Address <b>874 Harmony RD Eatonton, Georgia 31024-5840 United States</b>	Mailing Address <b>874 Harmony RD Eatonton, Georgia 31024-5840 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Georgia 10</b>	State / Country of Incorporation <b>Georgia / United States</b>	URL <b>www.precisionapproach.org</b>

<b>Registration Dates</b>		
Activation Date <b>Sep 9, 2022</b>	Submission Date <b>Sep 7, 2022</b>	Initial Registration Date <b>Aug 28, 2007</b>

<b>Entity Dates</b>	
Entity Start Date <b>May 17, 2004</b>	Fiscal Year End Close Date <b>Dec 31</b>

<b>Immediate Owner</b>	
CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>

<b>Highest Level Owner</b>	
CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>

**Executive Compensation**

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

**Proceedings Questions**

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?  
**No**

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:  
**Yes**

## Entity Types

<b>Business Types</b>		
Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Limited Liability Company</b>
Profit Structure <b>For Profit Organization</b>		

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	\$15,000,000.00
Construction Per Contract	\$6,000,000.00

States  
Georgia  
South Carolina  
Tennessee

Counties  
(blank)

Metropolitan Statistical Areas  
(blank)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
PRECISION APPROACH, LLC

### Filing Information

<b>Document Number</b>	L05000002612
<b>FEI/EIN Number</b>	13-4304667
<b>Date Filed</b>	01/10/2005
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	09/30/2019

### Principal Address

93 Highland Circle  
Gordonsville, VA 22942

Changed: 02/26/2021

### Mailing Address

93 Highland Circle  
Gordonsville, VA 22942

Changed: 02/26/2021

### Registered Agent Name & Address

Mason, Ronald Lewis  
616 Lost Key Drive  
Unit 602A St Andres  
PENSACOLA, FL 32507

Name Changed: 02/26/2021

Address Changed: 02/26/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

LELAND, M. SHAUN

10099 ROOKERY ROAD  
PENSACOLA, FL 32507

Title MGRM

SMITH, JON R  
52 FAIRWAY OAKS DRIVE  
NEW ORLEANS, LA 70131

Title MGRM

MASON, RON  
93 Highland Circle  
Gordonsville, VA 22942

Title MGRM

AUDSLEY, WALTER  
PO BOX 8  
LEXINGTON, MO 64067

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	02/06/2020
2021	02/26/2021
2022	03/18/2022

#### **Document Images**

<a href="#"><u>03/18/2022 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/26/2021 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/06/2020 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>09/30/2019 -- REINSTATEMENT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/15/2018 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/05/2017 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/18/2016 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>04/23/2015 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/18/2014 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/12/2013 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/06/2012 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>03/05/2011 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/08/2010 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/15/2009 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/21/2008 -- REINSTATEMENT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>02/20/2006 -- ANNUAL REPORT</u></a>	<a href="#">View image in PDF format</a>
<a href="#"><u>01/10/2005 -- Florida Limited Llabilltes</u></a>	<a href="#">View image in PDF format</a>

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

Procurement/Contract/Lease Number: ITBAP62-22 Tracking Number: 4959-23  
 Procurement/Contractor/Lessee Name: Precision Approach LLC Grant Funded: YES  NO   
 Purpose: Airfield Signage at Bob Sikes & DTS Airports  
 Date/Term: 270 Calendar Days to Final Completion  
 Department #: 742041  
 Account #: 546620  
 Amount: \$228,809<sup>00</sup>  
 Department: Airports Dept. Monitor Name: Tracy Stage

1.  GREATER THAN \$100,000  
 2.  GREATER THAN \$50,000  
 3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
Jessica Darr Date: 26 Oct, 2022  
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: See Email Grant Name: G1K02  
Suzanne Ulloa at 4:15pm Date: 26 Oct, 22  
 Grants Coordinator

**Risk Management Review**

Approved as written: See Email at  
Lydia Garcia 2:29pm Date: 11 Oct, 2022  
 Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: See Email  
Lynn Hoshihara at 1:21pm Date: 12 Oct, 2022  
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: See pre solicitation form Date: 24 June, 2022  
Steven Saxer

**IT Review (if applicable)**

Approved as written: NA Date: NA  
NA



## Jesica Darr

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**Subject:** FW: Approval Requested NLT Wednesday 26 October \_ RE: Airfield Signage Bid docs ITB AP 62-22  
**Attachments:** ITB AP 62-22 Draft Contract V1 Dated 11 October 2022 10.12.22.docx; ITB AP 62-22 ATTACHMENTS A, B, C.pdf

**From:** Suzanne Ulloa <sulloa@myokaloosa.com>  
**Sent:** Tuesday, October 25, 2022 4:15 PM  
**To:** Jesica Darr <jdarr@myokaloosa.com>  
**Cc:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** FW: Approval Requested NLT Wednesday 26 October \_ RE: Airfield Signage Bid docs ITB AP 62-22

**Jesica:** The attached ITB does not have my FDOT clauses, but DeRita was able to show me the Advertised Bid documents did, so approved.

**DeRita:** As we discussed, I don't have the ability to look on Vendor Registry, so if someone could arrange for me to get access, that would be appreciated.

*Suzanne Ulloa*

*Purchasing & Grants Coordinator  
Okaloosa County  
Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: (850) 689-5960  
DIRECT EXT. 6971*



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:** Jesica Darr <jdarr@myokaloosa.com>  
**Sent:** Tuesday, October 25, 2022 9:04 AM  
**To:** Suzanne Ulloa <sulloa@myokaloosa.com>  
**Cc:** DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: Approval Requested NLT Wednesday 26 October \_ RE: Airfield Signage Bid docs ITB AP 62-22

Please see contract **and the attachments. I forgot the attachments below.**

**From:** Jesica Darr <jdarr@myokaloosa.com>  
**Sent:** Tuesday, October 25, 2022 8:59 AM  
**To:** Suzanne Ulloa <sulloa@myokaloosa.com>

## Jesica Darr

---

**From:** Lynn Hoshihara  
**Sent:** Wednesday, October 12, 2022 1:21 PM  
**To:** Jesica Darr; kparsons@ngn-tally.com; Suzanne Ulloa; Lydia Garcia; Jeffrey Hyde; DeRita Mason; Robert Chad Rogers  
**Cc:** Karen Donaldson  
**Subject:** Re: Approval requested by Monday 25 July \_ RE: Airfield Signage Bid docs ITB AP 62-22  
**Attachments:** ITB AP 62-22 Draft Contract V1 Dated 11 October 2022 10.12.22.docx  
**Categories:** 62-22 Signs

Jesica,

With the attached changes, this contract is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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:** Jesica Darr  
**Sent:** Tuesday, October 11, 2022 2:28:40 PM  
**To:** kparsons@ngn-tally.com; Suzanne Ulloa; Lydia Garcia; Jeffrey Hyde; DeRita Mason; Robert Chad Rogers  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** Approval requested by Monday 25 July \_ RE: Airfield Signage Bid docs ITB AP 62-22

Good Afternoon, All !

Please see the attached draft contract for your review and approval. The word document is only the contract for signature. The PDF file displays the Attachments that are referenced in the contract

**Please send back approval by Tuesday, 18 July 2022.**

Please let me know if you have any questions.

Thanks so much!

Most Respectfully,

Jesica

## Jesica Darr

---

**From:** Lydia Garcia  
**Sent:** Tuesday, October 11, 2022 2:29 PM  
**To:** Jesica Darr  
**Cc:** Lynn Hoshihara; 'Parsons, Kerry'; DeRita Mason; Karen Donaldson  
**Subject:** FW: Approval requested by Monday 25 July \_ RE: Airfield Signage Bid docs ITB AP 62-22  
**Attachments:** ITB AP 62-22 Draft Contract V1 Dated 11 October 2022.docx; ITB AP 62-22 ATTACHMENTS A, B, C.pdf; General Construction Insurance Requirements on a Runway-Minor Airport.docx

Good Afternoon,

Please update the insurance requirements to the attached General Construction Insurance Requirements on a Runway for a Minor Airport which require limits greater than \$1 Million.



Kind Regards,

Lydia Garcia  
Public Records Request & Contracts Specialist

**OKALOOSA COUNTY BCC**

Risk Management  
Direct: 850.689.4111  
Fax: 850.689.5973 |  
Email: [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com)

302 N. Wilson St. Suite 301  
Crestview, FL 32539

<https://myokaloosa.com/>

**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:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Sent:** Tuesday, October 11, 2022 1:29 PM  
**To:** [kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com); Suzanne Ulloa <[sulloa@myokaloosa.com](mailto:sulloa@myokaloosa.com)>; Lydia Garcia <[lgarcia@myokaloosa.com](mailto:lgarcia@myokaloosa.com)>; Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>; Robert Chad Rogers <[rrogers@myokaloosa.com](mailto:rrogers@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** Approval requested by Monday 25 July \_ RE: Airfield Signage Bid docs ITB AP 62-22

Good Afternoon, All !

# Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

Solicitation Title: Airfield Signage Improvements Date: \_\_\_\_\_  
Requesting Department: Airports Tracy A. Stage, A.A.E. Digitally signed by Tracy A. Stage, A.A.E.  
Date: 2022.06.24 08:52:15 -05'00'  
Department Point of Contact: Chad Rogers Director/Manager Approval  
Office: 850-651-7160 Cell: 850-612-6862 Email: rrogers@myokaloosa.com

### Solicitation Type (Please Check Service Type and Solicitation Type)

- Construction  Engineering  Specification  Service  Prof Service  General
- Invitation to Quote (ITQ): Requires at least three quotes and is based on lowest most responsive price. (Under \$50,000)
- Invitation to Bid (ITB): Based on lowest most responsive price. (Over \$50,000)
- Request for Proposal (RFP): Based on qualifications and price.
- Invitation to Negotiate (ITN): Based on qualifications and price/uses negotiations to receive the best responses.
- Request for Qualifications (RFQ): Based on qualifications only. Florida CCNA Federal Brooks Act may apply. CCNA compliance, Applies to Engineers, Architects, and Surveyors.

Compliance with Florida's CCNA or the Federal Brooks Act required? Yes  No

Is there a schedule deadline for delivery/completion or phases/milestones? Please specify:  
(Schedule of phases and milestones are aligned to a work breakdown structure and are included in the SOW)

Pre-Bid Meeting: Yes  No  Mandatory: Yes  No   
Bonding Required: Yes  No  Bond Type (performance, bid, etc): Select Type  
Davis Bacon Required: Yes  No   
Buy America Required: Yes  No

Other special provisions required for solicitation? If yes, describe below. If no, enter N/A.

Liquidated Damages/Retainage: Yes

Previous/Current Contract Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

# Okaloosa County Purchasing Department

## Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

### Budget and Funding Information

**Funding Source?** Please specify Funding Type (COUNTY, FEMA, FAA, FTA, FDOT etc.):  
 FDOT

If Grant funded, provide grant title/number: Repaint/Restripe All Runways Taxiways & Signage at Destin and Bob Sikes G1K02

If Grant not awarded/final, describe solicitation status and/or funding options:  
 N/A

Grantor approval/concurrence required before advertising or at contract approval process?  
 Yes  No  N/A

Project Number, if applicable: \_\_\_\_\_

Department	Account Number	Amount
742041	546620	\$307,600.00
Estimated Budget		307600

Independent Cost Estimate (ICE) accomplished and provided? Yes  No   
(Independent Cost Estimate, if required, due prior to solicitation deadline.)

### Scope of Work Development

**Intent/Scope of Work Summary Statement** (Attach Word® format document if required):

Okaloosa County (COUNTY) and the airport staff (AIRPORT) desire to replace sign panels at Destin Executive Airport and Bob Sikes Airport. New taxiway signage, runway distance remaining sign, and wind cones will be installed at Bob Sikes Airport as well. The project will improve airport safety at Bob Sikes Airport and Destin Executive Airport

# Okaloosa County Purchasing Department

## Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW). Purchasing cannot begin solicitation process until complete. Attach additional documents if necessary.

### Other Requirements

Specify Insurance Requirements: Construction  
(Choose from the risk management template choices)

Specify Terms of Resulting Contract/Agreement: 240 days Substantial Completion 270 Final Completion  
(Term of performance - usually 3 years with two 1 year renewals)

Consultant assisting with Scope of Work, Cost Estimate, or providing supporting documents for solicitation? Yes  No  Consultant Name: Matthew Thomason

IT requirements:  Yes  No. If yes, please have IT sign off on scope prior to submittal to Purchasing. \_\_\_\_\_

### Potential Vendors for Project

\_\_\_\_\_  
\_\_\_\_\_

### Purchasing Use Only

Approved for Advertising: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Assigned to: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA**  
**AND PRECISION APPROACH, LLC.**  
**CONTRACT ID**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made this 15<sup>th</sup>, day of Novmeber, 20 22, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Precision Approach, LLC., a Florida Limited Liability Company authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 81-0650489.

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bid has solicited for **AIRFIELD SIGNAGE IMPROVEMENTS AT THE BOB SIKES AIRPORT (CEW) & THE DESTIN EXECUTIVE AIRPORT (DTS)**; and

**WHEREAS**, after due review of all bids, Precision Approach, LLC. has been selected for the **AIRFIELD SIGNAGE IMPROVEMENTS AT THE BOB SIKES AIRPORT (CEW) & THE DESTIN EXECUTIVE AIRPORT (DTS)**; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Attachment "B" attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**Article 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**AIRFIELD SIGNAGE IMPROVEMENTS**

The project consists of providing all labor, materials and other means of construction necessary for the sign panel replacement at Bob Sikes Airport in Crestview, FL and the sign panel replacement, installation of new guidance signs and wind cones at Destin Executive Airport in Destin, FL.

**Article 2. ENGINEER.**

The Project has been designed by

**RS&H, INC.**

**CONTRACT #: C23-3277-AP**  
**PRECISION APPROACH, LLC.**  
**AIRFIELD SIGNAGE IMPROVEMENTS**  
**AT BOB SIKES AND DTS AIRPORTS**  
**EXPIRES: 270 DAYS FROM NTP**

who is hereinafter called Engineer and who is 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 completion of the Work in accordance with the Contract Documents.

### **Article 3. CONTRACT TIMES.**

3.1 The Work will be substantially completed within 240 calendar days (Base Bid) after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 270 calendar days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

3.3.1 Liquidated Damages are based upon the original contract amount, as established by Okaloosa County. Liquidated damages, based upon the original contract amount of two-hundred, twenty-eight thousand and eight-hundred, nine dollars (\$228,809.00), will be nine-hundred and seventy-two dollars (\$972.00) per calendar day.

### **Article 4. CONTRACT PRICE.**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ 228,809.00 as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in



paragraph 11.9.2 of the General Conditions.

## **Article 5. PAYMENT PROCEDURES**

Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

*5.1 Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth (15th) day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed. Payments to the Contractor shall in no way imply approval or acceptance of Contractor's work

5.1.1 Prior to Substantial completion, 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 Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

95 % of Work completed (with the balance being retainage). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of Work completed (with the balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.1.3 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

*5.2 Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

- 5.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

### 5.3 Payments Withheld

- 5.3.1 The Engineer or the County may decline to approve any Applications for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:
- 5.3.1.1 Defective Work not remedied;
  - 5.3.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
  - 5.3.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
  - 5.3.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
  - 5.3.1.5 Reasonable indication that the Work will not be completed within the Contract Time;
  - 5.3.1.6 Unsatisfactory prosecution of the Work by the Contractor;
  - 5.3.1.7 Failure to provide accurate and current "As-Builts"; or
  - 5.3.1.8 Any other material breach of the Contract Documents.
- 5.3.2 If these conditions in Subsection 5.3.1 are not remedied or removed, the County may after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of his Agreement or any other agreement between Contractor and the County.

### **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- 6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Project Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 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.

6.6. Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 7. CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

7.1 Attachment “A”, Invitation to Bid & Respondent’s Acknowledgment/Contractor’s Submittal,

**ITB AP 62-22, AIRFIELD SIGNAGE IMPROVEMENTS AT THE**

**BOB SIKES AIRPORT (CEW) & THE DESTIN EXECUTIVE AIRPORT (DTS)**  
date of opening September 14, 2022 at 3:00 P.M. and any addendums thereto.

7.2 Attachment “B”, Insurance Requirements, attached hereto and made a part of the contract.

7.3 Attachment “C”, Grant Funded Clauses and Grant Agreement, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

## **Article 8. PUBLIC RECORDS**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**IF THE CONSULTANT 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 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant must:

- 8.1 Keep and maintain public records required by the County to perform the service.
- 8.2 Upon request from the County’s custodian of public records, provide the County 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.
- 8.3 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 contract term and following completion of the contract if the consultant does not transfer the

records to the County.

- 8.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### **Article 9. AUDIT**

The County 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 Contract and such right shall extend for a period of three (3) years after termination of this Contract.

#### **Article 10. TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment. Further, Owner may terminate this contract immediately for failure of contractor to comply with Chapter 119, Florida Statutes.

#### **Article 11. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES**

The County reserves the right to terminate this agreement immediately for failure of Contractor to adhere to the requirements of Florida Statutes Chapter 119.

#### **Article 12. MISCELLANEOUS.**

12.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents

will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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.

12.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

12.4 Any provisions 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

### Article 13. OTHER PROVISIONS

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf.

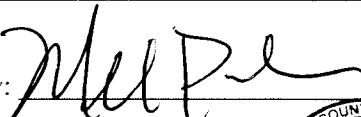
This Agreement will be effective on Novmeber 15, 2022 (which is the Effective Date of the Agreement).

#### OWNER

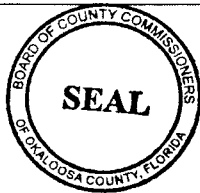
#### CONTRACTOR

Okaloosa County, Florida

Precision Approach, LLC.

By:   
Mel Ponder, Chairman

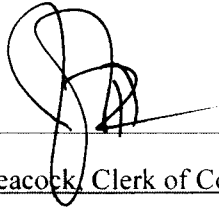
By: Jeff S. Green, Sole Owner



Signed:   
[CORPORATE SEAL]

[COUNTY SEAL]

Attest

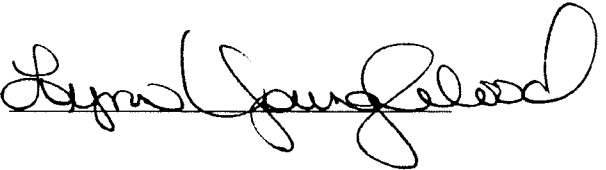


J.D. Peacock, Clerk of Court



Attest Lynn Youngblood, Office Manager

Signed:



Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices

874 Harmony Road  
Eatonton, GA 31024

License No. EC13003136

Agent for services of process: \_\_\_\_\_

Jeff S. Green

If Contractor is a corporation, attach evidence of authority to sign).

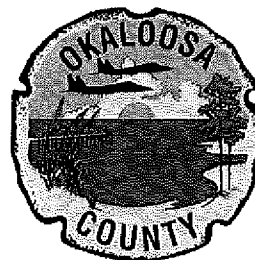
BID DOCUMENTS AND SPECIFICATIONS  
FOR  
**AIRFIELD SIGNAGE IMPROVEMENTS**

AT  
**BOB SIKES AIRPORT**  
CRESTVIEW, FL  
&  
**DESTIN EXECUTIVE AIRPORT**  
DESTIN, FL

FDOT No.: 425615-4-94-01 (G1K02)

Prepared for:

Okaloosa County  
Board of County Commissioners



Prepared By:

**RS&H**

11 North Water Street, Suite 10290  
Mobile, AL 36602

BID DOCUMENTS  
JUNE 2022

OKALOOSA COUNTY, FL  
BOB SIKES AIRPORT &  
DESTIN EXECUTIVE AIRPORT  
AIRFIELD SIGNAGE IMPROVEMENTS

TOC-1

**ITB AP 62-22**  
**Airfield Signage Improvements**  
**at Bob Sikes Airport and Destin**  
**Executive Airport**  
**ATTACHMENT "A" - Invitation to Bid**  
**Contractor's Submittal**

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JUNE 2022  
ID DOCUMENTS



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OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
BOB SIKES AIRPORT AND DESTIN EXECUTIVE AIRPORT

AIRFIELD SIGNAGE IMPROVEMENTS

CONTRACT DOCUMENTS

ELECTRICAL ENGINEERING  
Craig A. Twibell, P.E., A.C.E.

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

Date: \_\_\_\_\_

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**NOTICE TO BIDDERS**

AIRFIELD SIGNAGE IMPROVEMENTS  
at  
BOB SIKES AIRPORT (CEW)  
CRESTVIEW, OKALOOSA COUNTY, FLORIDA  
&  
DESTIN EXECUTIVE AIRPORT (DTS)  
DESTIN, OKALOOSA COUNTY, FLORIDA

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept bids until **September 14, 2022 at 3:00 p.m. (CDT)** for **AIRFIELD SIGNAGE IMPROVEMENTS**.

Okaloosa County (COUNTY) and the airport staff (AIRPORT) desire to replace sign panels at Destin Executive Airport and Bob Sikes Airport. New taxiway signage, runway distance remaining sign, and wind cones will be installed at Bob Sikes Airport as well. The project will improve airport safety at Bob Sikes Airport and Destin Executive Airport.

Impacts to existing airport facilities that will be incurred include: none

Funding for this project is being provided by Okaloosa County and the Florida Department of Transportation (FDOT) and will be subject to all applicable County and State requirements.

**Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

**A non-mandatory Pre-Bid Conference will be conducted in-person [ located at 1701 State Road 85 North, Eglin A.F.B. 32542-1498 on 2<sup>nd</sup> Floor, Conference room 1] and simultaneously through a Zoom meeting on August 17, 2022 at 2:00 p.m. (CDT).** All interested attendees must e-mail the following e-mail address for further link, login and password instructions. For further information e-mail [jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)

Unless otherwise stipulated in the bid/proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **September 14, 2022 at 3:00 p.m. (CDT)** at which time all bids that are timely submitted will be opened and reviewed.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

For this solicitation, ITB AP 62-22, please contact:

Jesica Darr, Contracts and Leases Coordinator

[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com) , 850-689-5960

Jeffrey A  
Hyde

Digitally signed by  
Jeffrey A Hyde  
Date: 2022.08.02  
16:08:48 -05'00'

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Jeffrey Hyde  
Purchasing Manager

---

Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
MEL PONDER, CHAIRMAN

## INSTRUCTIONS TO BIDDERS

### PROJECT IDENTIFICATION:

- a) Project Title:  
**AIRFIELD SIGNAGE IMPROVEMENTS**
- b) Owner:  
**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**
- c) Engineer:  
**RS&H**

### 1. Defined Terms.

Certain additional terms used in the Instruction to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 Bidder – one who submits a Bid directly to Owner as distinct from sub-contractor, who submits a bid to a Bidder.
- 1.2 Issuing Office – the office from which the Project Documents are to be issued and where the bid procedures are to be administered.
- 1.3 Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

### 2. Copies of Project Documents.

- 2.1 Complete sets of the Project Documents in the number and for the sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office.
- 2.2 Complete sets of Project Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Project Documents.
- 2.3 Owner and Engineer in making copies of Project Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### 3. Qualifications of Contractors.

To demonstrate qualifications to perform the Work, each Contractor must upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Contractors qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

**4. Examination of Documents and Site.**

- 4.1 It is the responsibility of each bidder before submitting a Bid:
  - 4.1.1 To examine thoroughly these documents and other related data identified (including "technical data" referred to below);
  - 4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
  - 4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
  - 4.1.4 To study and carefully correlate Bidder's knowledge and observations with these Project Documents and such other related data; and
  - 4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between these Project Documents and such other related documents.
- 4.2 thru 4.5 (omitted)
- 4.6 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of appropriate documents (other than portions thereof related to price) for such work.
- 4.8 The submission of a Bid will constitute and incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by these Project Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by these Project Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in these Project Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the General Conditions.
- 4.10 All request and communications must come through the Purchasing department.

**5. Availability of Lands for Work, Etc.**

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the successful Bidder in performing the Work are identified in these Project Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Successful Bidder. Easements for permanent structures or permanent changes



in existing facilities are to be obtained and paid for by Owner unless otherwise provided in these Project Documents.

**6. Interpretations and Addenda.**

- 6.1 All questions about the meaning or intent of these Project Documents are to be directed to Issuing Office. Interpretations or clarifications considered necessary by Issuing Office in response to such questions will be issued by Addenda on the Purchasing website and Vendor Registry as mentioned above. Questions received after the question deadline may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify these Project Documents as deemed advisable by Owner or Engineer.

**7. Bid Security.**

- 7.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidders maximum Bid Price in the form of a certified or bank check or a Bid Bond on form attached,
- 7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnishes the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of:

the seventh (7th) day after the Effective Date of the Agreement

or

the one hundred twentieth (120th) day after the Bid opening,

whereupon Bid security furnished by such Contractors will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the issuing of the Intent to Award.

**8. Contract Times.**

Contractor agrees that Work will be substantially complete 240 calendar days (Base Bid) after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 270 calendar days after the date when the Contract Time commences to run.

**9. Substitute and "Or-Equal" Items.**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the County, acceptance of the substitution "or equal" to material or equipment, will typically be considered by the County after the contract is awarded. However, any proposed substitution that represents a deviation from the design intent, must be approved prior to submission of the bid responses. A determination as to whether a design deviation or particular item that changes the design intent of the plans or specification is acceptable as a substitute or "equal" will be made by the County and Engineer. Design deviations approved prior to bid submittals will be made known to other bidders through an addendum. Specific product substitute materials or equipment and requested "or equal" items to be used will be reviewed during the submittal process and follow the procedures outlined in Paragraphs 6.7.1, 6.7.2, and 6.7.3. of the General Conditions.

**10. Subcontractors, Suppliers, and Others**

10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) are to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement Apparent Successful Contractor, and any other Contractor so requested, shall with Bid documents submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor Supplier, person, or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful Contractor to submit an acceptable substitute without an increase in Bid Price.

If apparent Successful Contractor declines to make any such substitution, Owner may award the contract to the next lowest Contractor that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Contractor. Any subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

**11. Bid Form.**

11.1 All blanks on the Bid Form must be completed by printing in ink or by typewriter.

11.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- 11.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.4 All names must be typed or printed in ink below the signature.
- 11.5 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.6 The address and telephone number for communications regarding the bid must be shown.
- 11.7 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided. State contractor license number, if any, must also be show.

**12. Submittal of Bid** – A bid shall be submitted no later than the date and time prescribed and at the electronic website indicated in the advertisement or invitation to bid.

It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

- a. All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.
- b. A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.
- c. A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- d. A bid submitted by an individual shall show the respondent's name and official address.
- e. A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.
- f. The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

- g. If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

**13. Modification and Withdrawal of Bids.**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and bid security will be returned. Thereafter, that Bidder will be disqualified from further bids on the Work to be provided under the Project Documents.

**14. Opening of Bids.**

Bids will be electronically opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted.

**15. Bids to Remain Subject to Acceptance.**

All bids will remain subject to acceptance or rejection for one hundred and twenty (120) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

**16. Disqualification of Bidders**

Any of the following reasons may be considered as sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the Bidder has a financial interest in the firm of another Bidder for the same work.
- C. Evidence of collusion among contractors. Participants in such conclusion will receive no recognition as contractors for any future work of the County until such participant shall have been reinstated as a qualified contractor.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts

in force at the time of advertisement for bids.

- F. Default under previous contract.
- G. Communication regarding the project with anyone in the County, with the exception of the Purchasing department personnel.

**17. Award of Contract.**

- 17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.2 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Contractors, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Project Documents to Owner's satisfaction within the prescribed time.
  - 17.2.1 The Owner in its absolute discretion may reject any bid of a Contractor that has failed, in the opinion of the Owner, to complete or perform an Owner-contracted project in a timely fashion, and emphasizes this condition to potential Contractors
- 17.3 If a contract is to be awarded, it shall be awarded to the responsible and responsive bidder who submits the lowest responsive bid. Owner may request from the proposers additional information to be provided to the County prior to Notice of Award.
- 17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Project Documents to Owner's satisfaction within the prescribed time.

**18. Pre-Bid Conference.**

A **non-mandatory** Pre-Bid Conference will be conducted at the time and place stated in the Notice to Bidders. Any necessary addenda shall be transmitted via the county website and Vendor Registry. The addenda shall be issued no later than seven (7) days prior to the Bid Opening date. Questions properly submitted to the Purchasing department prior to the question deadline shall be addressed in the Addenda. Oral statements may not be relied upon and will not be binding or legally effective

**19. Sales and Use Taxes.**

Work under this Bid is subject to the provisions of Chapter 212, Florida Statutes, Tax on state, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the total Bid price by the contractor.

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**OKALOOSA COUNTY STANDARD CLAUSES**

**GENERAL BID CONDITIONS**

**1. PRE-BID ACTIVITY -**

Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue shall be addressed at Vendor Registry through the link provided below:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683>

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent’s Acknowledgement form). Any addenda or other modification to the proposal documents will be issued by the County five (5) days prior to the date and time of proposal closing, as a written addendum distributed to all prospective respondents by posting to the Vendor Registry.

Such written addenda or modification shall be part of the ITB documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

**2. PREPARATION OF BID –** The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection one hundred and twenty (120) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.



7. **IDENTICAL TIE BIDS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **PRICING** – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - f. Default under previous contract.

- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

#### **14. AWARD OF BID**

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
- 15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or

employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured

by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 26. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** -- Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. NON-COLLUSION** -- Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT** -- 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.

**31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA-** Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the department of State for Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the state of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

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**INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **COUNTY**, its officers and employees 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 conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this Agreement.

NOTE: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package

**CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with the proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouse's or child's interest and the nature of the intended business.

NOTE: For Contractor’s convenience, a certification form is enclosed and is made a part of the bid package

**ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**TRENCH SAFETY ACT**

Each contractor must submit with his bid an executed sworn certification that he will comply with the Trench Safety Act, Chapter 90-96, Florida Statutes, on trench safety.

**GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000

**CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.



**SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on

the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

**BONDING REQUIREMENTS**

A Bid Bond is required with the Respondent's submittal for 5% of the Bid price, in the form of a cashier's check, certified check or bond. A performance and payment bond will be required in the amount of 100% of the estimated contract value. The performance bond and payment bond can be a total of 100% combined.

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**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 08/01/2018

**CONTRACTOR'S INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance for all policies.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

**WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification

**INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

**UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**DELIVERY OF BIDS**

Bid Opening shall be public, on the date and time specified on the NOTICE TO CONTRACTORS. It is the contractor’s responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. NOTE: Crestview, Florida is “not a next-day-guaranteed delivery location” by delivery services.

**LIQUIDATED DAMAGES:**

- a. In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

**Daily Charge**

<u>Original Contract Amount</u>	<u>Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1584
\$500,000 but less than \$2,500,000	1924
\$2,500,000 but less than \$5,000,000	2694
\$5,000,000 but less than \$10,000,000	3902
\$10,000,000 but less than \$15,000,000	6102
\$15,000,000 but less than \$20,000,000	7022
\$20,000,000 and over	7022 plus 0.2% for any amount over \$20 million

- b. **Determination of Number of Days of Default:** For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days shall be counted in calendar days.
- c. **Conditions under which Liquidated Damages are Imposed:** Should the Contractor or, in case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.

- d. **Right of Collection:** The County shall have the right to apply as payment on such liquidated damages any money which is due to the Contractor by the County.
- e. **Permitting Contractor to Finish Work:** Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County the liquidated damages due under the contract.
- f. **Completion of Work by County:** In case of default of the contract and the completion of the work by the County, the Contractor and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.

**END OF OKALOOSA COUNTY STANDARD CLAUSES**





**INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT**

**ITB TITLE:** AIRFIELD SIGNAGE IMPROVEMENTS  
AT THE BOB SIKES AIRPORT (CEW) &  
THE DESTIN EXECUTIVE AIRPORT (DTS)

**ITB NUMBER:**  
ITB AP 62-22

**ISSUE DATE:** August 08, 2022 8:00 AM CDT

**PRE BID MEETING:** August 17, 2022 2:00 PM CDT

**LAST DAY FOR QUESTIONS:** August 29, 2022 3:00 PM CDT

**ITB OPENING DATE & TIME:** September 14, 2022 3:00 PM CDT

**NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "ITB Opening Date & Time" referenced above. "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening unless otherwise specified.

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME Precision Approach LLC

MAILING ADDRESS 874 Harmony Road

CITY, STATE, ZIP Eatonton, GA 31024

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 81-0650489

TELEPHONE NUMBER: (706) 485-7201 EXT: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: jsgreen@precisionapproach.org

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Jeff S. Green

TITLE: Sole Owner DATE September 14, 2022

Rev. September 22, 2015

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**BID FORM**

**PROJECT IDENTIFICATION:**

AIRFIELD SIGNAGE IMPROVEMENTS  
AT BOB SIKES AIRPORT & DESTIN EXECUTIVE AIRPORT,  
OKALOOSA COUNTY, FLORIDA

**CONTRACT IDENTIFICATION AND NUMBER:**

Okaloosa County Bid No.: ITB AP 62-22  
FDOT FIN PROJ No.: 425615-4-94-01 (G1K02)

**THIS BID IS SUBMITTED TO:**

OKALOOSA COUNTY PURCHASING DEPARTMENT

1. The undersigned Contractor proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.
2. Contractor accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Contractors, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Project Requirements within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Contractor represents as more fully set forth in the Agreement, that:
  - (a) Contractor has examined and carefully studied the Project Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No. 1 Date 08/31/2022

Addendum No. 2 Date 09/07/2022

Addendum No. Date

Addendum No. Date

- (b) Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing 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, performance, and furnishing of the Work.
- (d) Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or

contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Project Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.

- (e) Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.
  - (f) Contractor has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.
  - (g) Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in these documents and the written resolution thereof by Engineer is acceptable to Contractor, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Bid; Contractor has not solicited or induced any person, firm or corporation to refrain from Project; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over Owner.
4. Contractor will complete the Work in accordance with these documents for the price found in the Bid Schedule:
- (a) Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.
  - (b) Contractor acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in these documents.
  - (c) The description under each bid item, being briefly stated, implies, although it does not mention,

all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

- (d) Unit prices shall include all sales taxes, and other applicable taxes and fees.
5. **Contract Time**: Contractor agrees that Work will be substantially complete **240** calendar days (Base Bid) after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within **270** calendar days after the date when the Contract Time commences to run.
6. **Liquidated Damages**: Contractor accepts the provisions of the Agreement as to liquidated damages identified in the Okaloosa County Standard Clauses, in the event of failure to achieve substantial complete of the Work within the Substantial Completion time and achieve final completion of the work within the Final Completion time as specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid:
- a) Bid Schedule
  - b) Bid Affidavit
  - c) Bid Security as required by the Instructions to Contractors in the form of a certified or bank check made payable to The Board of County Commissioners of Okaloosa County or a Bid Bond on form attached, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
  - d) Required Contractor's Qualification Statement with supporting data.
  - e) Performance of Work by Subcontractors
  - f) Form of Non-collusion Affidavit
  - g) Certification of Non-Segregated Facilities
  - h) Public Entity Crimes
  - i) Certificate as to Corporate Principal
  - j) Certified Copy of Resolution of Board of Directors
  - k) Conflict of Interest Disclosure Form
  - l) Drug-Free Workplace Certification
  - m) Certification of Contractor Regarding Trench Safety

- n) Indemnification and Hold Harmless
- o) Insurance Compliance
- p) Affidavit – Worker’s Compensation
- q) Recycled Content Form
- r) Disadvantaged Business Enterprise Program
- s) DBE Certificate of Compliance Form
- t) E-Verify Compliance Certification
- u) Cone of Silence
- v) Buy American Certificate
- w) Lobbying – 31 USC 1352
- x) Equal Employment Opportunity Report Statement
- y) Company Data
- z) System for Award Management
- aa) Government Debarment and Suspension
- bb) Vendors on the Scrutinized Companies List

8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

Precision Approach LLC  
874 Harmony Road  
Eatonton, GA 31024

9. Terms used in this Bid which are defined in the General Conditions or Instructions to Contractors will have the meanings indicated in the General Conditions or Instructions.

10. Contractor acknowledges that the Basis of Award shall be the Total Bid Amount, price and other factors considered. The bid bond amount shall be in the amount of the Total Bid Amount.

SUBMITTED on September 14, 20 22

State Contractor License No. EC13003136

If Contractor is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (General Partner)

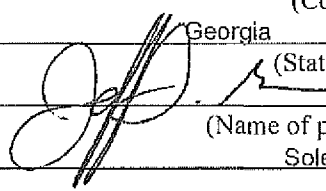
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ Precision Approach LLC \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_ Georgia \_\_\_\_\_  
(State of Incorporation)

By  \_\_\_\_\_ Jeff S. Green \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

\_\_\_\_\_ Sole Owner \_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_ 874 Harmony Road \_\_\_\_\_

\_\_\_\_\_ Eatonton, GA 31024 \_\_\_\_\_

Phone No.: \_\_\_\_\_ (706) 485-7201 \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_ 05/17/2004 \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

\_\_\_\_\_

\_\_\_\_\_  
(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).



**BID SCHEDULE - UNIT PRICES**

**CONTRACTOR:** Precision Approach LLC      **DATE:** 09/14/2022

**AIRPORT NAME:** Bob Sikes Airport & Destin Executive Airport  
**PROJECT DESCRIPTION:** Airfield Signage Improvements

**BASE BID SCHEDULE**

Quote Item No.	Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
1	C-100-14.1	<u>Contractor Quality Control Plan (COCP)</u> Eight Thousand dollars and zero cents cents	LS	1	\$8,000.00	\$8,000.00
2	C-105-6.1	<u>Mobilization</u> Twenty Two Thousand Six Hundred Fifty Nine dollars and zero cents cents	LS	1	\$22,659.00	\$22,659.00
3	GP-102-10.1	<u>Safety and Security</u> Ten Thousand dollars and zero cents cents	LS	1	\$10,000.00	\$10,000.00
4	L-125-5.1	<u>Electrical Spare Parts and Miscellaneous Repairs</u> Twenty Five Thousand dollars and zero cents cents	AL	1	\$25,000	\$25,000
5	L-125-5.2	<u>Guidance Sign Panel Replacement - DTS</u> One Thousand Five Hundred Seventy Five dollars and zero cents cents	EA	16	\$1,575.00	\$25,200.00

**ITB AP 62-22**  
**Airfield Signage Improvements at Bob Sikes Airport and Destin Executive Airport**  
**CONTRACTOR'S BID SCHEDULE**

OKALOOSA COUNTY, FL  
 BOB SIKES AIRPORT &  
 DESTIN EXECUTIVE AIRPORT  
 AIRFIELD SIGNAGE IMPROVEMENTS

BF-7

BID SCHEDULE  
 JUNE 2022  
 BID DOCUMENTS

6	P-610-6.1	<u>Reinforced Concrete Foundation for New Runway Distance Remaining Sign</u> Four Thousand Five Hundred dollars and zero cents cents	EA	1	\$4,500.00	\$4,500.00
7	P-610-6.2	<u>Reinforced Concrete Foundation for Primary Wind Cone</u> Three Thousand dollars and zero cents cents	EA	1	\$3,000.00	\$3,000.00
8	L-107-5.1	<u>L-807(L), Style I-B, Size 2 Wind Cone, In Place</u> Ten Thousand dollars and zero cents cents	EA	1	\$10,000.00	\$10,000.00
9	L-107-5.2	<u>L-806(L), Style I-B, Size 1 Wind Cone, In Place (Including Reinforced Concrete Foundation)</u> Eight Thousand dollars and zero cents cents	EA	1	\$8,000.00	\$8,000.00
10	L-108-5.1	<u>No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit</u> Two dollars and Fifty cents	LF	600	\$2.50	\$1,500.00
11	L-108.5.2	<u>No. 2 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connection/Terminations</u> Three dollars and Zero cents	LF	300	\$3.00	\$900.00

12	L-110-5.1	<u>Non-Encased Electrical Conduit, 1-2 Inch</u> Ten dollars and Zero cents	LF	300	\$10.00	\$3,000.00
13	L-115-5.1	<u>Electrical Junction Structure L-867D</u> One Thousand Seven Hundred dollars and Zero cents	EA	4	\$1,700.00	\$6,800.00
14	L-125-5.3	<u>Guidance Sign Panel Replacement - CEW</u> One Thousand Five Hundred dollars and zero cents	EA	17	\$1,500.00	\$25,500.00
15	L-125-5.4	<u>Runway Distance Remaining Sign Panel Replacement - CEW</u> One Thousand Five Hundred dollars and zero cents	EA	12	\$1,500.00	\$18,000.00
16	L-125-5.5	<u>New Guidance Sign on New Reinforced Concrete Foundation</u> Nine Thousand One Hundred Fifty dollars and zero cents	EA	5	\$9,150.00	\$45,750.00
17	L-125-5.6	<u>New Runway Distance Remaining Sign on Existing Foundation</u> Seven Thousand dollars and zero cents	EA	1	\$7,000.00	\$7,000.00
18	L-125-5.6	<u>Remove Existing Guidance Sign on Concrete Foundation</u> Two Thousand dollars and zero cents	EA	2	\$2,000.00	\$4,000.00

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS, SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A TOTAL BID AMOUNT OF:

TOTAL BASE BID (amount in words):

Two Hundred Twenty Eight Thousand Eight Hundred Nine Dollars and

zero cents

(\$ 228,809.00 )  
(amount in numbers)

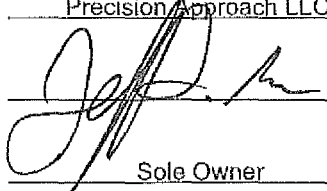
The Contractor represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Contractor shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and signed at Eatonton, GA, this 14th day of September, 2022.

Precision Approach LLC

(Name of Bidder)

  
Jeff S. Green

(Authorized Signature)

Sole Owner

(Title)

874 Harmony Road

(Mailing Address)

Eatonton, GA 31024

(City, State, Zip)

81-0650489

(Federal ID No. or SS No.)

**ITB AP 62-22**

**Airfield Signage Improvements at Bob  
Sikes Airport and Destin Executive  
Airport**

**CONTRACTOR'S BID SCHEDULE (END)**

**BID AFFIDAVIT**

The following affidavit must be executed in order that your quotation may be considered.

STATE OF GEORGIA

COUNTY OF PUTNAM

Jeff S. Green of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Quotation of behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having to its object the controlling of the price or amount of such quotation or any quotations, the limiting of the Quotation or Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the contract or any of the subject matter or the Quotations, or of the profits thereof, and that he has not and will not divulge the sealed Quotation to any person whomsoever, except those having a partnership or other financial interest with him in said Quotation or Quotations, until after the sealed Quotation or Quotations are opened.

[Handwritten Signature]  
[signature]  
09/14/2022  
[date]

STATE OF GEORGIA

COUNTY OF PUTNAM

**PERSONALLY APPEARED BEFORE ME,**

the undersigned authority,

Jeff S. Green  
*[name of individual signing]*

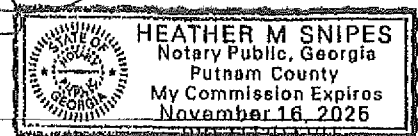
who, after first being sworn by me, affixed his/her signature in the space provided above on this 14th day of September, 2022.

Subscribed and sworn to before me this 14th day of September, 2022.

My Commission Expires:

Nov. 16, 2025

Heather M. [Signature]  
Notary Public



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**BID BOND**

**CONTRACTOR** (Name and Address):

Precision Approach LLC  
874 Harmony Road  
Eatonton, GA 31024

**SURETY** (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER** (Name and Address):

Okaloosa County  
1250 North Eglin Parkway  
Shalimar, FL 32579

**BID:**

BID DUE DATE: September 14, 2022  
PROJECT (Brief Description Including Location): Airfield Signage Improvements  
Bob Sikes Airport, Crestview, Okaloosa County, FL  
Destin Executive Airport, Destin, Okaloosa County, FL

**BOND:**

BOND NUMBER: N/A  
DATE: (Not later than Bid Due Date): September 14, 2022  
PENAL SUM: Five Percent of Bid Amount--- 5%

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR**

**SURETY**

Precision Approach LLC (Seal)  
Contractor's Name and Corporate Seal

The Ohio Casualty Insurance Company (Seal)  
Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title

Jeff S. Green, Sole Owner

By: [Signature]  
Signature and Title, Attorney-in-Fact  
(Attach Power of Attorney)

W. Wesley Hamilton

Attest: [Signature]  
Signature and Title

Lynn Youngblood  
Office Manager

Attest: [Signature]  
Signature and Title, Client Service Associate

Fameka Black

**Note:** (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1990 Edition)

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Contractor the penal sum set forth on the face of this Bond.
2. Default of Contractor shall occur upon the failure of Contractor to deliver within the time required by the Project Documents the executed Agreement required by the Project Documents and any performance and payment bonds required by the Project Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Contractor's Bid and Contractor delivers within the time required by the Project Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Project Documents and any performance and payment bonds required by the Project Documents and Contract Documents, or
  - 3.2 All Bids are rejected by OWNER, or
  - 3.3 OWNER fails to issue a notice of award to Contractor within the time specified in the Project Documents (or any extension thereof agreed to in writing by Contractor and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Contractor and within 30 calendar days after receipt by Contractor and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Contractor, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Contractor and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Contractor and Surety at their respective addresses shown on the face of this Bond. such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207193-016172

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian M. Perry, Charles W. Seiler, Cynthia L. Trickey, David E. Paddison, Debra Johnson, Douglas L. Rieder, F. Anderson Phillips, James C. Congelio, James N. Congelio, James R. Ramsay, John W. Miller, II., Margaret S. Meyers, Michael J. Brown, Misty L. Haig, Nick W. Peters, Pamela K. Hays, W. Wesley Hamilton, William H. Griffin

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such Instruments and to attach thereto the seal of the Corporation. When so executed, such Instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such Instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

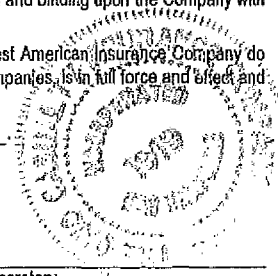
Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of September, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



**CONTRACTOR'S QUALIFICATION QUESTIONNAIRE**

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

18

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

See Evidence of Competency

3. List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.

See Evidence of Competency

4. Have you ever failed to complete work awarded to you; if so, state where and why.

No.

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5. Do you plan to sublet any part of this work? If so, give details.

We will utilize a surveyor and third party concrete tester.

6. What equipment do you own that is available for this work?

6 - trenchers  
2 - core rigs  
4 - skid steers  
3 - mini-ex's  
2 - earth saws

7. What equipment do you plan to rent or purchase for this work?

We have established rental accounts for any rental equipment needs.

8. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

See Evidence of Competency

9. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

bank - Truist 201 Second Street, Macon GA 30339 (478) 722-7301

surety agent - Sterling Risk Advisors 2500 Cumberland Pkwy, Ste 400, Atlanta GA 30339 (678) 424-6500

supplier - BullzEye Equipment & Supply Po Box 484, Moncks Corner, SC 29461 (843) 899-4001

10. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within two (2) business days of the opening of the Bids. Will be provided upon request per the above requirement

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Contractor Precision Approach LLC

(a) The business is a Limited Liability Company

(b) The address of principal place of business is:

874 Harmony Road

Eatonton, GA 31024

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Jeff S. Green, Sole Owner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**PERFORMANCE OF WORK BY SUBCONTRACTORS**

The CONTRACTOR hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: List below all proposed subcontractors and trade specialties. (List only one subcontractor for each item.)

	<u>Items of Work (Describe)</u>	<u>Subcontractors</u>
1	Surveyor	to be determined
2	Third party concrete testing	to be determined
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Estimated Total Cost of Items that CONTRACTOR states will be performed by Subcontractor:

(\$ Approximately 8,000.00 )

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FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF GEORGIA

COUNTY OF PUTNAM

Jeff S. Green Being

first duly sworn, deposes and says that he is

Sole Owner (Sole owner, a partner, president, secretary, etc.) of

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

Jeff S. Green (Contractor)  
Sworn to and subscribed before me this 14th day of

September, 2022.

Notary Public in and for

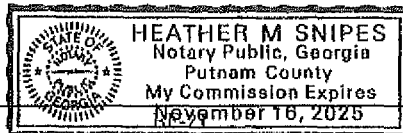
Putnam County,

Georgia.

My Commission Expires:

Nov. 16, 2025.

Heather M. Snipes





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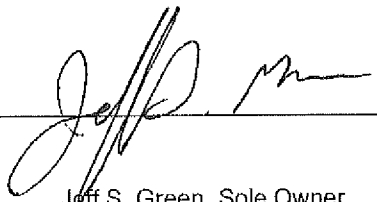
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

(Must be completed and submitted with the Bid)

The Contractor certifies that it does not maintain or provide for its employee any segregated facilities at any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The Contractor agrees that (except where it has obtained identical certification from proposed subcontractors for the specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files

Precision Approach LLC

(Name of Contractor)

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

Title: Jeff S. Green, Sole Owner

Dated: September 14, 2022

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**SWORN STATEMENT UNDER SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Okaloosa County  
[print name of public entity]

by Jeff S. Green  
[print individuals name and title]

for Precision Approach LLC  
[print name of entity submitting sworn statement]

whose business is LLC and (if applicable) its Federal  
Employer Identification Number (FEIN) is 81-0650489 (If the entity has no FEIN, include the Social  
Security Number of the individual signing this sworn statement:\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Section 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133 (1) (a), Florida Statutes, means:
  - A. A predecessor or successor of a person convicted of a public entity crime; or
  - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods

or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO ON ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Jeff S. Green  
[signature]  
September 14, 2022  
[date]

STATE OF GEORGIA COUNTY OF PUTNAM

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Jeff S. Green  
[name of individual signing]

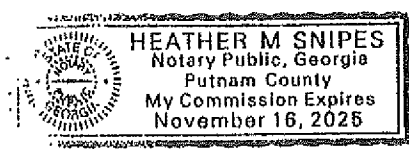
who, after first being sworn by me, affixed his/her signature in the space provided above on this 14th day of September, 2022.

Subscribed and sworn to before me this 14th day of September, 2022.

My Commission Expires:

Nov. 16, 2025

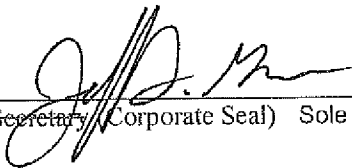
Heather M. Snipes  
Notary Public



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**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Jeff S. Green, <sup>Sole Owner</sup> certify that I am the Secretary of the Corporation named as Principal in the within bond; that Jeff S. Green who signed the bond on behalf of the Principal, was then Sole Owner of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

  
\_\_\_\_\_  
Secretary (Corporate Seal) Sole Owner

**STATE OF FLORIDA  
COUNTY OF**

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Jeff S. Green to me well known, who being my first duly sworn upon oath, says that he/she is the Attorney-in-Fact, for the LLC and that he has been authorized by Jeff S. Green to execute the foregoing bond on behalf of the Contractor named therein in favor of Okaloosa County.

Subscribed and sworn to before me this day of, 2022, A.D.  
14th of Sept

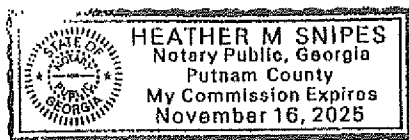
[Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company]



Notary Public  
State of Florida ~~at Large~~ Georgia

My commission Expires:

Nov. 16, 2025





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CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS OF N/A

\_\_\_\_\_  
(NAME OF CORPORATION)

"RESOLVED that, \_\_\_\_\_  
(Title) (Person Authorized to Sign) (Title)

of \_\_\_\_\_  
(Name of Corporation)

is authorized to sign and submit the Bid of this corporation for the following Project:

**AIRFIELD SIGNAGE IMPROVEMENTS  
AT  
BOB SIKES AIRPORT  
&  
DESTIN EXECUTIVE AIRPORT**

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Contractor shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

\_\_\_\_\_  
(NAME OF CORPORATION)

at a meeting of its Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)

**The above form must be completed if the Contractor is a Corporation.**

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**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all contractors/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(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 NO

NAME(S) POSITION(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME: Precision Approach LLC

BY (PRINTED): Jeff S. Green

BY (SIGNATURE):  \_\_\_\_\_

TITLE: Sole Owner

ADDRESS: 874 Harmony Road

Eatonton, GA 31024

PHONE NO.: (706) 485-7201

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**DRUG-FREE WORKPLACE CERTIFICATION**

**THE BELOW SIGNED CONTRACTOR 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 bid 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 bid, 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, to any violation of Chapter 893 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 the 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: 09/14/2022

COMPANY: Precision Approach LLC

SIGNATURE: 

ADDRESS: 874 Harmony Road

NAME: Jeff S. Green  
(Typed or Printed)

Eatonton, GA 31024

TITLE: Sole Owner

PHONE #: (706) 485-7201

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**CERTIFICATION OF CONTRACTOR REGARDING TRENCH SAFETY**

This certification is required pursuant to the Trench Safety Act, Chapter 90-98, Florida Statutes regarding Trench Safety. The Act specifically incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR S. 1928.650 Subpart P as the state standard. Any revision to OSHA's safety standards that are consistent with the Florida Statutes shall also be complied with upon its effective date. The act requires that any bidder or prospective contractor, or any of their proposed subcontractors, shall provide written assurance that the contractor will comply with the applicable trench safety standards

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**NAME AND ADDRESS OF CONTRACTOR (Include Zip Code)**

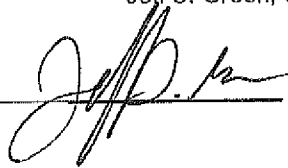
Precision Approach LLC  
874 Harmony Road  
Eatonton, GA 31024

- 
1. Contractor agrees that he is aware of the Trench Safety Act and the requirements of the Act.  
Yes X No
  2. Contractors agrees to comply with all applicable trench safety standards as set forth in the Act and as referenced in the Act.  
Yes X No
- 

**NAME AND TITLE OF SIGNER (Please Print or Type)**

Jeff S. Green, Sole Owner

SIGNATURE



DATE 09/14/2022



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**INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees 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 conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Precision Approach LLC  
Contractor's Company Name


874 Harmony Road  
Eatonton, GA 31024  
Physical Address

same as above  
Mailing Address

(706) 485-7201  
Phone Number

(706) 473-3672  
Cellular Number

September 14, 2022  
Date

  
Authorized Signature – Manual

Jeff S. Green  
Authorized Signature – Typed

Sole Owner  
Title

N/A  
FAX Number

(706) 473-3672  
After-Hours Number(s)

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**INSURANCE COMPLIANCE**

This form is to be completed and signed the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements (as specified in page BOC-2 to BOC-6) or that the insurance company has reviewed the bid requirements and certifies that you were bid any price increase due to required coverage.


**CONTRACTOR**

I certify that the insurance requirements have been reviewed.

Company Name Precision Approach LLC

Address 874 Harmony Road, Eatonton GA 31024

Representative

Name 

Title Jeff S. Green, Sole Owner

Phone Number (706) 485-7201

**INSURANCE COMPANY**

I certify that the insurance requirements have been reviewed with the above contractor.

Company Name Sanford Insurance, LLC

Address 4468 Forsyth Rd. Macon, GA 31210

Representative

Name Teresa M. Bedingfield

Title Commercial Account Manager

Phone Number 478-845-6412

**AFFIDAVIT - WORKER'S COMPENSATION**

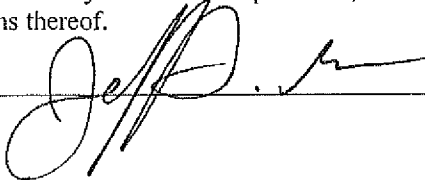
State of Georgia

County of Putnam

SS: Jeff S. Green, Sole Owner

of Precision Approach LLC

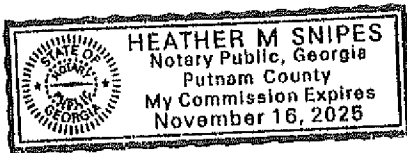
being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: 

Subscribed and sworn to before me this 14th day of September day of 2022

Heather M. 

Notary Public



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**RECYCLED CONTENT FORM**

RECYCLED CONTENT INFORMATION:

1. Is the material in the above: VIRGIN  or RECYCLED \_\_\_\_\_  
(Check the applicable blank)  
If RECYCLED, what percentage \_\_\_\_\_%.

2. Is your product packaged and/or shipped in material containing recycled content?  
Yes \_\_\_\_\_ No

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?  
Yes \_\_\_\_\_ No

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Contractor: Precision Approach LLC

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## DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid condition applies to this Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined In 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE**-All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

7. **DBE PARTICIPATION GOAL** – No specific DBE goal is established for this project. DBE participation is encouraged, but not required for submittal of bids for this project. All DBE use on this project should be reported to the Airport during construction.
8. **AVAILABLE DBE'S** – The FDOT maintains an online searchable database of DBE firms at <https://www3.dot.state.fl.us/equalopportunityoffice/biznet>. This program contains listing of DBE's (certified and noncertified). Bidders are encouraged to inspect this list to assist in locating DBEs for the work. Other DBEs may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

(DBE percentage should reflect price plus any alternates)

(**BIDDER/FIRM NAME**) Precision Approach LLC

The undersigned, hereinafter called "Bidder", lists below the names of the DBE subcontractors who will perform the indicated scope of work for the amounts listed. DBE Goal is 0.0%

<u>Name, Address, and Telephone Number of DBE Subcontractor</u>	<u>Scope of Work</u>	<u>Dollar Amount of Subcontract</u>
1. <u>N/A</u>		
2. _____		
3. _____		
4. _____		

**Only 60% of the dollars spent with a DBE Supplier will be counted toward participation in any category, and this amount can only satisfy 60% of the total needed to fulfill any goal.**

Total DBE Dollars: \$ 0.00

Total Project Bid (includes alternates): \$ \_\_\_\_\_

DBE Percentage of Total Bid: 0 %

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

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor; and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

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

**10. CONTRACTOR ASSURANCE** - The bidder hereby assures that he will meet one of the following as appropriate:

- a. The DBE participation goal as established in the General Conditions.
- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

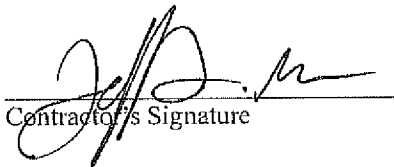
**11. PROMPT PAYMENT** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return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

**DBE CERTIFICATE OF COMPLIANCE FORM**

The Florida Department of Transportation maintains an online searchable database of DBE firms at (<https://www3.dot.state.fl.us/equalopportunityoffice/biznet>).


Okaloosa County intends to utilize and implement this program in the awarding of this contract.

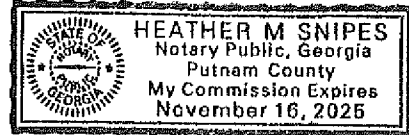
This is to certify that I have reviewed the plan, bid evaluation procedure, and DBE directory and will make all reasonable efforts to include DBE Contractors as outlined in this document.

  
Contractor's Signature

Jeff S. Green  
Title

September 14, 2022  
Date

  
Notary Public



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**E-VERIFY COMPLIANCE CERTIFICATION**

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 contractor 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 Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

---

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

DATE: September 14, 2022

SIGNATURE:  \_\_\_\_\_

COMPANY: Precision Approach LLC

NAME: Jeff S. Green  
(Typed or Printed)

ADDRESS: 874 Harmony Road  
Eatonton, GA 31024

TITLE: Sole Owner

EMAIL: jsgreen@precisionapproach.org

PHONE NO.: (706) 485-7201

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## CONE OF SILENCE

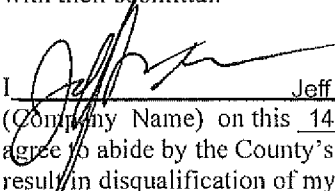
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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 respondent from consideration during the selection process.**

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

I  Jeff S. Green (Signature) representing Precision Approach LLC  
(Company Name) on this 14th day of September, 2022 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.

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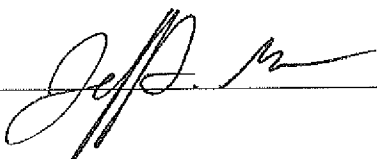
**BUY AMERICAN CERTIFICATE**

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT	COUNTRY OF ORIGIN
---------	-------------------

N/A	

Precision Approach LLC  
 ( Name of Bidder)

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

Title: Jeff S. Green, Sole Owner

Dated: September 14, 2022

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**LOBBYING- 31 U.S.C. 1352, 49 CFR PART 19, 49 CFR PART 20**

**APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING**

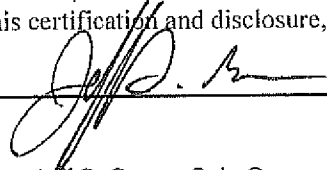
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned (Contractor) certifies, to the best of his or 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 the 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 a 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, Precision Approach LLC, 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.



Signature of Contractor's Authorized Official

Jeff S. Green, Sole Owner

Name and Title of Contractor's Authorized Official

September 14, 2022

Date

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## EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

Section 60-1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime Contractor and proposed Subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the Contract whether it has participated in any previous Contract or Subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime Contractor or proposed Subcontractor which participated in a previous Contract subject to Executive Order 10925, 11114 or 111246 has not filed a report due under the applicable filing documents, no Contract or Subcontract shall be awarded unless such Contractor submits a report covering the delinquent period or such other period specified by the FAA or the Director, OFCCP.

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

1. The Bidder (Proposer) has  has not  developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.4 and 41 CFR 60-2.
2. The Bidder (Proposer) has  has not  participated in any previous Contract or Subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.
3. The Bidder (Proposer) has  has not  filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) has  has not  submitted all compliance reports in connection with any such Contract due under the application filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontractors.
5. The Bidder (Proposer) does  does not  employ fifty (50) or more employees.

If the Bidder (Proposer) has participated in a previous Contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder (Proposer) shall submit a compliance report on Standard Form 100. "Employee Information EEO-1" prior to the award of Contract.

Standard Form 100 is normally furnished to Contractors annually, based on a mailing list currently maintained by the Joint Reporting Committee. In the event a Contractor has not received the form, he may obtain it by writing to the following address: Joint Reporting Committee, 1800 G Street, Washington, D.C. 20506.

Precision Approach LLC  
Name of Bidder

By:   
Signature

Title: Jeff S. Green, Sole Owner  
Title

Date: 09/14/2022

\*Must be the same signature on Bid Proposal

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COMPANY DATA

Respondent's Company Name: Precision Approach LLC

Physical Address & Phone #: 874 Harmony Road

Eatonton, GA 31024

\_\_\_\_\_

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Contact Person (Typed-Printed): Jeff S. Green

Phone #: (706) 485-7201

Cell #: (706) 473-3672

Federal ID or SS #: 81-0650489

DUNNS #: 171834257

Respondent's License #: EC13003136

Fax #: N/A

Emergency #'s After Hours,  
Weekends & Holidays: (706) 473-3672

Email Address: jsgreen@precisionapproach.org

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## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier.

The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Precision Approach LLC

Entity Address: 874 Harmony Road, Eatonton GA 31024

Sam.Gov Unique Entity Identifier: C88NNPFZVLA77

CAGE Code: 4UY46

**ADDENDUM ACKNOWLEDGEMENT**

ITB AP 62-22

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

<b><u>ADDENDUM NO.</u></b>	<b><u>DATE</u></b>
1	08/31/2022
2	09/07/2022

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

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## 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.

Jeff S. Green, Sole Owner  
Printed Name and Title of Authorized Representative

  
Signature

09/14/2022  
Date



VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Precision Approach LLC, 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: September 14, 2022

SIGNATURE: 

COMPANY: Precision Approach LLC

NAME: Jeff S. Green  
(Typed or Printed)

ADDRESS: 874 Harmony Road

TITLE: Sole Owner

Eatonton, GA 31024

E-MAIL: jsgreen@precisionapproach.org

PHONE NO.: (706) 485-7201

## Grant Funded Clauses

This Exhibit is hereby incorporated by reference into the main *Procurement*.

### FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant number G1K02. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR, 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If *Proposer* cannot adhere to or objects to any of the applicable federal requirements, *Proposer's* proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining

to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321)**; Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375)**; Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* 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.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* 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.

**Federal Changes:** *Proposer* 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 *any awarded contract*.

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* 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.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* 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].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):**

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):**

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a *resulting contract*.



The \_\_\_\_\_ on behalf of \_\_\_\_\_ the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made inquiries and further examination of the law and requirements as is necessary to comply.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_ NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TITLE: \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-MAIL: \_\_\_\_\_  
PHONE NO.: \_\_\_\_\_

**Buy America Certificates**

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

**Certificate of Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Requirements**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

## FDOT CLAUSES

Okaloosa County shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. This original professional service contract pricing, and any additions thereto, will be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

a) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

b) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

c) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

Procurements for the outsourcing of services or activities must follow the requirements outlined in Section 287.0571, F.S.

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# Precision Approach, LLC

874 Harmony Road, Eatonton, GA 31024

Phone (706) 485-7201

[www.precisionapproach.org](http://www.precisionapproach.org)

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## **Evidence of Competency**

### **Airfield Signage Improvements Bob Sikes Airport Destin Executive Airport**

**Package includes the following:**

- 1. General Company Information - (2 pages)**
- 2. Project Experience - (8 pages)**
- 3. FL Electrical Contractors License (EC13003136) – (1 page)**
- 4. FL Certificate of Status - (1 page)**
- 5. Evidence of Limited Liability Company Authority - (1 page)**



# Precision Approach, LLC

874 Harmony Road, Eatonton, GA 31024

Phone (706) 485-7201

[www.precisionapproach.org](http://www.precisionapproach.org)

## General Company Information

September 2022

### Summary

Established May 17, 2004, Precision Approach, LLC is a contracting company primarily targeting airport lighting and navigational aid related construction contracts. Precision Approach, LLC operates as prime contractor or sub-contractor depending on the contract opportunity. Most contracts are government funded and require performance and payment bonding.

The geographic area of operation is currently Georgia, North Carolina, South Carolina, Tennessee, Alabama, Florida, Virginia, Kentucky and Mississippi.

Precision Approach, LLC has an exemplary safety record. We have a comprehensive written safety policy in place.

"An attitude indicator was chosen for the company logo indicating a straight and level attitude in all of our business dealings."

Jeff S. Green

### Ownership

- Precision Approach, LLC is a single member LLC owned by Jeff S. Green.

### Licensing and Registrations

- ☒ Georgia Electrical Contractor (Non-restricted) -- EN211134 -- Unlimited
- ☒ North Carolina Electrical Contracting -- 23806-U -- Unlimited
- ☒ Tennessee Electrical -- 54295 -- Unlimited
- ☒ South Carolina Mechanical Contractor / Electrical (EL5) -- M108277 -- Unlimited
- ☒ South Carolina General Contractor / Public Utility (1U5) -- G115218 -- Unlimited
- ☒ Florida Certified Electrical Contractor -- EC13003136 -- Unlimited
- ☒ Alabama Electrical -- 2324 -- \$50,000 (above \$50,000 a General Contract license required see below)
- ☒ Alabama General Contractor -- 42039 -- Unlimited
- ☒ Virginia Tradesman Master Electrician -- 2710 047126 -- Unlimited
- ☒ Virginia Electrical Contractor (Class A) -- 2705114743A -- Unlimited
- ☒ Kentucky Electrical Contractor -- CE63902 -- Unlimited
- ☒ Kentucky Electrical Master Tradesman -- ME63778 -- Unlimited
- ☒ Mississippi Electrical Contractor -- 16907 -- Unlimited

Precision Approach, LLC  
PROJECT EXPERIENCE

ACTIVE PROJECTS						
Location	Description	Prime / Sub	Owner / Prime Contractor	Engineer	Contact Person	Contract Amount
Greensboro, NC 09/21 - In Process	RW 5R-23L Rehab, Ph 4 {Bonded}	Sub	APAC-Atlantic PO Box 21088 Greensboro, NC 27420	Michael Baker Greensboro, NC	APAC-Atlantic (336) 412-6889	\$ 4,507,787.00
Concord, NC 03/21- In Process	Threshold Light Replacement	Prime	City of Concord PO Box 308 Concord, NC 28026-308		City of Concord (704) 920-5440	\$ 42,007.00
Lumberton, NC 04/21- In Process	ASOS Antenna Tower {Bonded}	Prime	City of Lumberton	Talbert & Bright Wilmington, NC	Talbert & Bright (910) 763-5350	\$ 151,994.00
Gordonsville, VA 06/22- In Process	Runway 5+23, Taxiway & Apron Rehabilitation	Sub	New Field Inc PO Box 159 Ashland, VA 23005	Talbert & Bright Chesterfield, VA	Paul Phillips New Field Inc (804) 441-1041	\$ 312,992.00
Total Active:						\$ 5,014,620.00

COMPLETED PROJECTS						
Location	Description	Prime / Sub	Owner	Engineer	Contact Person	Contract Amount
Jasper, TN 10/12 - 05/15	PAPI Replacement {Bonded}	Prime	Marion County PO Box 789 Jasper, TN 37347	Allen & Hoshall Chattanooga, TN	Glen Heath Allen & Hoshall (423) 892-1203	\$ 63,088.00
Berlin Sumnerdale, AL 11/12 - 06/15 <i>(military)</i>	Runway Extension	Sub	Head, Inc 4477 E Fifth Ave Columbus, OH 43219	NAVFAC	Paul Odera Head, Inc (614) 338-8501	\$ 325,015.00
Brunswick, GA 07/13 - 4/14	Runway Pavement Rehab {Bonded}	Sub	Seaboard Construction 4745 GA Hwy 99 Brunswick, GA 31525	RS&H Jacksonville, FL	Seaboard Construction (912) 265-8410	\$ 210,085.50
Naples, FL 08/13 - 4/14	Taxiway "A" Extension	Sub	Manhattan Construction (Florida) Inc 3940 Prospect Ave, Suite 101 Naples, FL 34104	Hanson Professionals Lakewood Ranch, FL	Manhattan Construction (239) 643-6000	\$ 166,981.00
Huntsville, AL 10/13 - 03/14	Improvements to Taxiway Foxtrot {Bonded}	Sub	Reed Contracting 2512 Triana Blvd SW Huntsville, AL 35805	Garver, LLC Huntsville, AL	Reed Contracting (256) 533-0505	\$ 221,874.50
Seima, AL 2/14 - 04/15	Installation of New PAPIs {Bonded}	Prime	Craig Field Airport & Industrial Authority 48 5th Street Seima, AL	Hogg Engineering Corp Selma, AL	Hogg Engineering (334) 875-1960	\$ 189,000.50
Pahokee, FL 3/14 - 02/15	Airfield Electrical Improvements {Bonded}	Prime	Palm Beach County - DOA 845 Palm Beach International Airport West Palm Beach, FL 33406	Ricondo & Associates Miami, FL	Palm Beach County DOA (561) 471-7400	\$ 1,457,898.86
Moncks Corner, SC 2/14 - 05/15	Runway 5 Ext	Sub	Triangle Grading & Paving 1521 Huffman Mill Road Burlington, NC 27215	LPA Group	Triangle Grading & Paving Arnold Mann (336) 584-1745	\$ 151,501.00
Everglades, FL 01/14 - 06/14	Parallel T&W S to RAW 15-33	Sub	Quality Enterprises 3894 Marnix Drive, Suite 126 Naples, FL 34114	Hole Montes	Quality Enterprises Louis Gaudio (239) 435-7200	\$ 19,591.00
Huntsville, AL 4/14 - 07/15	Group VI Improvements (PH 2) {Bonded}	Sub	Reed Contracting Services 2512 Triana Blvd SW Huntsville, AL 35805	Garver Huntsville, AL	Reed Contracting Services Danny Polk (256) 533-0505	\$ 2,604,214.74
Wilmington, NC 5/14 - 9/14	Runway 17-35 Rehab	Sub	ST Wooten PO Box 2408 Wilson, NC 27694	Talbert & Bright Amy McLane	ST Wooten Reade Dawson 252-291-5165	\$ 286,745.46
Manassas, VA 2/14 - 12/14	Runway 34R Extension	Sub	Sargent Corporation PO Box 435 Stillwater, ME 04489	Reynolds, Smith & Hillis Inc	Sargent Corp Justin Porter (207) 827-4435	\$ 58,086.10
Ft Lauderdale, FL 05/14 - 12/14	ALCMS {Bonded}	Prime	City of Ft Lauderdale 100 N Andrews Ave, 619 Ft Lauderdale, FL 33301	City of Ft Lauderdale	City of Ft Lauderdale Procurement Division (954) 828-5933	\$ 317,251.00

COMPLETED PROJECTS (continued)						
Location	Description	Prime / Sub	Owner	Engineer	Contact Person	Contract Amount
Macon, GA 04/14 - 02/15	Taxiway BRAVO Lighting Improvements {Bonded}	Prime	City of Macon 682 Cherry Street, Suite 800 Macon, GA 31201	BWSC (Stan Price) Macon, GA	City of Macon Enck D'Leon (478) 788-3760	\$ 186,065.75
Knoxville, TN 07/14 - 01/15	Runway 23L "ILS" {Bonded}	Prime	Metropolitan Knoxville Airport Authority 2055 Alcoa Highway Alcoa, TN 37701	CHA Companies Brentwood, TN	CHA Companies (615) 377-1320	\$ 1,170,556.00
Chattanooga, TN 10/14 - 07/15	West Airfield Apron - Contract 3 {Bonded}	Sub	Thomas Brothers Construction Company 7849 Dayton Pike Hixson, TN 37343	Allen & Hoshall Chattanooga, TN	A&H - Glen Heath (423) 852-1203	\$ 151,985.00
N. Wilkesboro, NC 10/14 - 10/15	Update Airfield Lighting System & Signs {Bonded}	Prime	County of Wilkes (John Yates - City Mgr) 110 North Street Wilkesboro, NC 28697	WK Dickson Charlotte, NC	WK Dickson Crystal Freeburg (704) 334-5348	\$ 553,880.00
Henderson, KY 12/14 - 11/15	Midfield Apron Addition Project {Bonded}	Sub	J.H. Rudolph & Co, INC P.O. Box 5226 Evansville, IN 47716	PDC Consultants Franklin, TN	Angela Kifer J.H. Rudolph & Co, INC (812) 476-4921	\$ 62,155.00
Wilmington, NC 3/15 - 07/15	Airfield Lighting Vault Modifications {Bonded}	Prime	Wilmington International Airport 1740 Airport Boulevard Suite 12 Wilmington, NC 28405	Talbert & Bright Wilmington, NC	Julie A Wilsey Airport Director (910) 941-4125	\$ 362,704.33
Columbus, MS 3/15 - 09/15	Rotating Beacon Rehabilitation {Bonded}	Prime	City of Columbus 523 Main Street Columbus, MS	Neal-Schaffer, Inc Southaven, MS	Jennifer Johnson Allen (662) 890-6404	\$ 27,675.00
Brooksville, FL 3/15 - 09/15	Taxiway & Apron Edge Lighting {Bonded}	Prime	Hernando County Bd of Co Commissioners 20 N Main Street, Room 366 Brooksville, FL 34601	Coastal Engineering Brooksville, FL	Hernando County (352) 754-4813	\$ 232,210.00
Murfreesboro, TN 3/15 - 11/15	Runway Extension and Airfield Electrical Improvements {Bonded}	Sub	LoJac Enterprises, Inc PO Box 998 Lebanon, TN 37088-0998	Atkins Nashville, TN	LoJac (615) 449-1401	\$ 1,102,003.25
Mt. Pleasant, TN 4/15 - 12/15	Taxiway Relocation {Bonded}	Sub	Smith Constructors, Inc PO Box 1589 Columbia, TN 38402	PDC Consultants Franklin, TN	Smith Constructors (931) 381-0687	\$ 453,916.70
Merritt Island, FL 4/15 - 05/16	Runway Safety Improvements	Sub	Welsh Companies 3972 W Eau Gallie Blvd, Ste A Melbourne, FL 32934	Michael Baker Jacksonville, FL	Gary Goodwin Welsh (321) 757-7383	\$ 22,740.00
Cynthiana, KY 09/15 - 11/15	Parallel Taxiway {Bonded}	Sub	Hinkle Contracting Company PO Box 200 Paris, KY 40362	Garver USA Mark Upchurch	Daniel Eiswick Hinkle Contracting (859) 585-0972	\$ 33,510.00
Manassas, VA 6/15 - 10/15	Construct Taxiway D	Sub	Sargent Corporation 11139 Air Park Road, Suite 1 Ashland, VA 23005	Delta Airport Consultants	Justin Porter Sargent Corp (804) 368-7118	\$ 166,281.00



COMPLETED PROJECTS (continued)						
Location	Description	Prime / Sub	Owner	Engineer	Contact Person	Contract Amount
Jacksonville, FL 05/15 - 10/15	Cecil Spaceport Taxiway & Apron	Sub	GLF Construction Corporation 7648 Southland Blvd, Suite 100 Orlando, FL 32809	RS&H Jaime Eaton	Garrick Delony GLF (407) 888-8481	\$ 45,314.32
Knoxville, TN 07/15 - 05/17	Airfield Modernization Program (Runway 5L-23R Phase 1 {Bonded})	Sub	Euraw Construction Company 410 Old Ricketon Road Petal, MS 39485	Michael Baker Int'l Knoxville, TN	Marc Mitchell Eitay (601) 544-0168	\$ 4,090,653.90
Lumberton, NC 8/15 - 06/16	Taxiway & Apron Rehab	Sub	Barnhill Contracting PO Box 412 Lumberton, NC 28359	Talbert & Bright Wilmington, NC	JR Hott Barnhill (910) 739-2348	\$ 14,050.00
Naples, FL 08/15 - 01/16	Relocate Distances Remaining Signs	Prime	City of Naples Airport Authority 160 Aviation Drive N Naples, FL 34104	Naples Airport Authority Naples, FL	Kerry Keith (239) 643-0733	\$ 39,999.97
Blairsville, GA 09/15 - 08/16	Improvements to Blairsville Municipal Airport	Sub	Colwell Construction Company, Inc. PO Box 850 Blairsville, GA 30514	BWSC Huntsville, AL	Curtis Colwell Colwell Construction	\$ 52,297.06
Cross City, FL 10/15 - 08/16	AWOS III P/T Cross City Airport {Bonded}	Prime	Dixie County Board of Commissioners 214 NE Hwy 351 Cross City, FL 32628	Passero Associates Jacksonville, FL	Patrick Honore Passero Associates (904) 757-8106	\$ 77,254.53
Brooksville, FL 11/15 - 05/16	Airport Lighting Improvements Brooksville-Tampa Bay Regional {Bonded}	Prime	Hernando County Board of Commissioners 20 North Main Street Brooksville, FL 34601	Hernando County Purchasing	Tara Bohnsack Hernando County Purchasing (352) 754-4816	\$ 1,298,872.58
Boca Raton, FL 11/5 - 02/16	Holding Pad Shoulder & Pavement Edges Drop-Off Repairs	Sub	Weekley Asphalt Paving 20701 Stirling Road Pembroke Pines, FL 33332	Hillers Electrical Boca Raton, FL	Weekley Asphalt (954) 680-8005	\$ 27,697.50
Warner Robins, GA 12/15 - 08/16	Mill / Overlay Runway FCLY/3901	Sub	Precision 2000 2215 Lawson Way Atlanta, GA 30341	Matt Hampton Precision 2000 (770) 455-6142		\$ 29,600.00
Copperhill, TN 1/16 - 07/16	Install PAPI {Bonded}	Prime	Polk County 101 Main Street Benton, TN 37307	GRW Engineers Knoxville, TN	GRW (865) 588-4166	\$ 94,313.55
St-Augustine, FL 01/16 - 04/17	MALSR {Bonded}	Prime	St Augustine - St. Johns County Airport Auth 4796 US 1 N St. Augustine, FL 32095	Passero Jacksonville, FL	Airport Authority (904) 209-0090	\$ 1,147,241.00
Surgoinsville, TN 04/16 - 05/17	Runway Rehab & Safety Area Improvements {Bonded}	Sub	Summers-Taylor Po Box 1628 Elizabethton, TN 37644	Michael Baker Inc Knoxville, TN	John Bowman Summers-Taylor (423) 639-7240	\$ 33,290.00
Maysville, KY 05/16 - 08/16	Runway 7-25 REILS {Bonded}	Prime	Fleming-Mason Airport Board PO Box 480 Maysville, KY 41056	Startec Louisville, KY	Phil Clark Startec (502) 212-5041	\$ 44,160.75

COMPLETED PROJECTS (continued)						
Location	Description	Prime / Sub	Owner	Engineer	Contact Person	Contract Amount
Greensboro, GA 06/16 - 02/17	Runway Overlays & Widening	Sub	Pittman Construction PO Box 165 Conyers, GA 30012	WK Dickson Atlanta, GA	Jim Bronough Pittman (770) 922-8660	\$ 202,840.50
Wetumpka, AL 10/16 - 05/17	Runway & Taxiway LED Lighting {Bonded}	Prime	City of Wetumpka PO Box 480 Wetumpka, AL 36092	Neel-Schaffer Birmingham, AL	Joshua Stump Neel-Schaffer (205) 397-3800	\$ 315,733.80
Jefferson, NC 08/16 - 11/16	Runway, Taxiway, & Apron Strengthening	Sub	Tri-County Paving PO Box 863 West Jefferson, NC 28694	Avcon Inc Charlotte, NC	Lucian Jordan Tri-County (336) 246-7244	\$ 129,560.70
Gainesville, GA 12/16 - 12/16	PAPI Replacement	Prime	Lee Gilmer Memorial Airport	Lead Edge Design Group Atlanta, GA	Reg Weaver Lead Edge (770) 845-8382	\$ 9,440.00
Knoxville, TN 10/16 - 10/17	Airfield Modernization Program Runway 5L-23R Phase 2 {Bonded}	Sub	Eutaw Construction Company 410 Old Rickett Road Petal, MS 39465	CHA Consultin Louisville, TN	Keilton Miller Eutaw (601) 544-0168	\$ 1,328,893.21
Ball Ground, GA 11/16 - 12/16	Aircraft Tiedowns	Sub	NJ Wilbanks PO Box 427 Canton, GA 30114	WK Dickson Atlanta, GA	Sean Snyder NJ Wilbanks (770) 479-3291	\$ 22,515.00
Winchester, VA 04/17 - 09/17	Construct Northside Connector	Sub	General Excavation, Inc 9757 Rider Road Warrenton, VA 20187	Delta Airport Consultants Harrisburg, PA	Dwayne Miller General Excavation (540) 439-2202	\$ 136,840.00
Cleveland, TN 04/17 - 11/17	Runway Extension {Bonded}	Sub	Hinkle Construction Services LLC PO Box 607 Paris, KY 40362-0607	PDC Consultants, Franklin, TN	Shane Mattox Hinkle (858) 227-9788	\$ 112,980.00
Quinton, VA 06/17 - 12/17	Rehabilitate Runway Lighting 11/29 {Bonded}	Prime	County of New Kent 12007 Courthouse Circle New Kent, VA 23124	Delta Airport Consultants Richmond, VA	Joseph Shell Delta (804) 275-8901	\$ 220,557.00
Winston Salem, NC 06/17 - 05/18	Airfield Pavement Improvements Phase 2	Sub	Tri-County Paving PO Box 863 West Jefferson, NC 28694	Avcon Inc Charlotte, NC	Lucian Jordan Tri-County (336) 246-7244	\$ 241,305.00
Richmond, VA 07/17 - 01/19	Taxiway L South Rehab {Bonded}	Sub	Allan Myers VA, Inc 301 Concourse Blvd, Suite 300 Glen Allen, VA 23059	CP&Y	Seth Patterson Allan Myers (804) 290-8500	\$ 700,847.50
Roxboro, NC 08/17 - 05/19	Airfield Signage & Taxiway Lights Replacement {Bonded}	Prime	Person County Roxboro, NC	Talbert & Bright Wilmington, NC	Brent Jones Talbert & Bright (910) 763-5350	\$ 685,327.06
Lynchburg, VA 08/17 - 08/18	Taxiway Lighting and Electrical Vault Rehab {Bonded}	Prime	City of Lynchburg 900 Church Street Lynchburg, VA 24504	Delta Airport Consultants Richmond, VA	Terry Page Delta (804) 275-8301	\$ 852,086.50

Precision Approach, LLC  
PROJECT EXPERIENCE

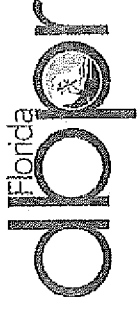
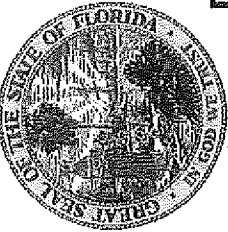
COMPLETED PROJECTS (continued)						
Location	Description	Prime / Sub	Owner	Engineer	Contact Person	Contract Amount
Ft Pierce, FL 08/17 - 05/18	NAVAIDS Improvements (Bonded)	Prime	St Lucie County BOCC 2300 Virginia Ave Ft. Pierce, FL 34982	AECOM Tampa, FL	St Lucie County (772) 462-1799	\$ 477,027.00
Daytona Beach, FL 09/17 - 02/18	Construction of Taxiway Extension	Sub	Halifax Paving, Inc PO Box 730549 Ormond Beach, FL 32173-0549	Hoyle, Tanner & Associates Oviedo, FL	Halifax Paving (386) 676-0200	\$ 78,880.25
Concord, NC 12/17 - 03/19	Runway & Taxiway Strengthening (Bonded)	Sub	Sealand Contractors Corp 1708 North Caldwell Street Charlotte, NC 28226	Talbert & Bright Charlotte, NC	Sealand Contractors (704) 522-1102	\$ 1,034,402.50
Ridgeland, SC 01/18 - 05/19	Ph 2 New RAW and T/W (Bonded)	Sub	Quality Enterprises USA, Inc 3494 Shearwater Street Naples, FL 34117	Holt Consulting Columbia, SC	Louis Gaudio Quality Enterprises (239) 435-7200	\$ 943,833.71
Greensboro, NC 01/18 - 04/19	5R-23L Rehab. Ph 1 (Bonded)	Sub	APAC-Atlantic, Inc (Thompson-Arthur Div) PO Box 21088 Greensboro, NC 27420	Michael Baker Engineering Greensboro, NC	Thompson-Arthur Division (336) 412-6811	\$ 4,717,600.50
Clarksville, TN 04/18 - 05/19	Reconstruct Primary Runway and Taxiway	Sub	Jones Bros. Contractors LLC 2209 Crestmoor Road, Suite 210 Nashville, TN 37215	CHA Companies Nashville, TN	Jones Bros. Contractors LLC (615) 864-7388	\$ 1,099,284.25
Richmond, VA 04/18 - 05/19	Taxiway A South Reconstruction	Sub	Branscome, Inc PO Box 70 Rockville, VA 23146	CP&Y Richmond, VA	Branscome, Inc (804) 749-3266	\$ 89,816.83
New Bern, NC 09/18 - 05/19	Apron Reconstruction and Expansion (Bonded)	Sub	Summers Concrete Contracting, Inc. 5538 Coppage Road Hahira, GA 31632	Talbert & Bright Wilmington, NC	Summers Concrete (229) 794-1023	\$ 258,090.13
New Bern, NC 09/18 - 05/19	Runway 14-32 Pavement Rehabilitation (Bonded)	Sub	ST Wooten Corp 226 Sutton Lake Road Wilmington, NC 28401	Talbert & Bright Wilmington, NC	ST Wooten Corp (910) 762-0325	\$ 305,230.95
Greensboro, NC 02/19 - 10/19	5R-23L Rehab. Ph 3 (Bonded)	Sub	APAC-Atlantic, Inc (Thompson-Arthur Div) PO Box 21088 Greensboro, NC 27420	Michael Baker Engineering Greensboro, NC	Thompson-Arthur Division (336) 412-6811	\$ 2,078,661.00
Richmond, VA 02/19 - 04/20	East Cargo Ramp 3	Sub	Branscome, Inc PO Box 70 Rockville, VA 23146	CP&Y Richmond, VA	Branscome, Inc (804) 749-3266	\$ 153,975.50
Smyrna, TN 04/19 - 06/19	LED Elevated RW Guard Lights at Taxiway Delta (Bonded)	Prime	Smyrna/Rutherford County Airport Authority 278 Doug Warpoola Road Smyrna, TN 37167	Airport	Salli Rai (615) 459-2651	\$ 68,710.95
Umatilla, FL 04/19 - 07/19	Partial Parallel Taxiway South	Sub	Halifax Paving, Inc PO Box 730549 Ormond Beach, FL 32173-0549	GAI Consultants Orlando, FL	Halifax (386) 676-0200	\$ 59,432.00
Barrow, FL 05/19 - 11/19	Airfield Guidance Sign and Panel Replacements (Bonded)	Prime	Barrow Municipal Airport PO Box 650 Barrow, FL 33831	Aecom Tampa, FL	Aecom (813) 636-2139	\$ 226,930.00

COMPLETED PROJECTS (continued)						
Location	Description	Prime / Sub	Owner	Engineer	Contact Person	Contract Amount
Tampa, FL 05/19 - 11/19	Taxiway G Extension	Sub	Cobb Site Development 401 South Six Ave Wauchula, FL 33873	RS&H Tampa, FL	Cobb Site Dev (863) 773-3839	\$ 180,398.00
Lawrenceville, GA 06/19 - 11/19	Central Basing Area {Bonded}	Sub	ER Snell Contractor 1785 Oak Road Snellville, GA 30078	Michael Baker International Norcross, GA	ER Snell (770) 985-0600	\$ 80,700.65
Augusta, GA 01/20 - 05/20	Rehabilitate Airfield Electrical {Bonded}	Prime	August, GA for Augusta Aviation Commission 1501 Aviation Way - August Airport Bush Augusta, GA 30906	Mead & Hunt Omega Group	Procurement Department Augusta, GA (706) 821-2422	\$ 609,381.50
Chesapeake, VA 08/19 - 02/20	Install Localizer, Glide Slope, DME, & MALSR {Bonded}	Prime	Virginia Aviation Associates 5172 W. Military Hwy Chesapeake, VA 23321	Talbert & Bright Chesterfield, VA	Talbert & Bright (804) 768-8878	\$ 394,932.75
Williamston, NC 02/19 - 05/20	Beacon Replacement {Bonded}	Prime	Martin County PO Box 668 Williamston, NC 27892	WK Dickson Raleigh, NC	WK Dickson (919) 782-0495	\$ 138,243.00
Plant City, FL 10/19 - 04/20	Runway 10-28 and Other Pavement Rehab	Sub	CW Roberts Contracting, Inc. 3372 Capital Circle NE Tallahassee, FL 32308	Hillsborough County Procurement	Charlie Taylor CW Roberts (352) 255-1090	\$ 726,667.90
Camden, AL 12/19 - 07/20	Install PAPI's {Bonded}	Prime	City of Camden 108 Water Street Camden, AL 35726	Volkert Mobile, AL	Harold Eubanks Volkert (251) 342-1070	\$ 109,695.00
Richmond, VA 09/19 - 01/21	Runway 7-25 Conversion to Taxiway H	Sub	Branscome, Inc PO Box 70 Rockville, VA 23146	CP&Y Richmond, VA	Branscome, Inc (804) 749-3266	\$ 827,914.00
Danville, VA 09/19 - 06/20	Apron Rehab & Reconfiguration	Sub	APAC-Atlantic, Inc (Thompson-Arthur Div) PO Box 21068 Greensboro, NC 27420	Talbert, Bright & Ellington Charlotte, NC	Thompson-Arthur Division (336) 412-6811	\$ 84,665.00
Gastonia, NC 01/20 - 12/20	Taxiway Lighting and Signage Rehabilitation {Bonded}	Prime	City of Gastonia 181 S South Street Gastonia, NC 28052	Talbert, Bright & Ellington Charlotte, NC	Michael Player Talbert, Bright & Ellington (704) 426-6070	\$ 611,823.25
Atlanta, GA 10/19 - 02/21	North Terminal Area Improvements Phases 4 & 5 {Bonded}	Sub	ER Snell Contractor 1785 Oak Road Snellville, GA 30078	Michael Baker International Norcross, GA	ER Snell (770) 985-0600	\$ 451,187.67
Ridgeland, SC 02/20 - 12/20	Runway 18-36 Program - Phase 4 {Bonded}	Sub	Cleland Site Prep, Inc PO Box 3822 Bluffton, SC 29910	Holt Consulting Columbia, SC	Cleland Site Prep (843) 987-0500	\$ 532,736.00
St Petersburg, FL 01/20 - 05/21	Runway 18-36 Rehabilitation {Bonded}	Sub	Ajax Paving One Ajax Drive North Venice, FL 34275	Kimley-Horn Tampa, FL	Ajax Paving (813) 769-1990	\$ 3,465,668.00
Ocala, FL 03/20 - 06/21	Taxiway A Rehab {Bonded}	Sub	DAB Constructors Inc 62 Hwy 40 W Inglis, FL 34449	RS&H Jacksonville, FL	Will Geiner DAB (352) 363-9196	\$ 1,076,971.50

COMPLETED PROJECTS (continued)						
Location	Description	Prime / Sub	Owner	Engineer	Contact Person	Contract Amount
Mattaponi, VA 06/20 - 02/21	Transient Apron Expansion	Sub	J.S.G. Corporation 5701 Centerville Road Williamsburg, VA 23188	Talbert & Bright Chesterfield, VA	Matt Stauch JSG (757) 645-4870	\$ 97,760.00
Atlanta, GA 08/20 - 02/21	PAPI Lighting System	Prime	Dekalb Co Purchasing & Contracting 1300 Commerce Drive Decatur, GA 30030	Dekalb Co Purchasing	Dekalb County Camelia Hytche (404) 371-7051	\$ 40,494.00
Fulton County, GA 01/21 - 04/22	Airfield Lighting and Rehabilitation	Prime	Fulton County, GA 130 Peachtree Street SW, Suite 1168 Atlanta, GA 30303	Michael Baker International	Fulton County Charles Adeogun (678) 966-6623	\$ 937,014.00
Pompano Beach, FL 03/21 - 10/21	TW Delta Reconstruction	Sub	Weekley Asphalt Paving, Inc 20701 Stirling Road Pembroke Pines, FL 33332	Kimley Horn Plantation, FL	Weekley Asphalt (954) 660-8005	\$ 209,188.00
Erwin, NC 03/21 - 05/22	Lighting Rehabilitation {Bonded}	Prime	Harnett County PO Box 759 Lillington, NC 27546	Michael Baker Carey, NC	Jared Penny - Michael Baker (919) 481-5717	\$ 1,458,641.00
Greer, SC 05/21 - 02/22	Airfield Pavement Improvement {Bonded}	Sub	Rogers Group Inc. 1850 Hwy 14 Greer, SC 29650	Kimley Horn Alpharetta, GA	Rogers Group Inc (864) 879-7311	\$ 181,432.75
Danville, VA 06/21 - 12/21	Taxiway H Widening & Hangar Site Development	Sub	APAC-Atlantic PO Box 21088 Greensboro, NC 27420	Talbert, Bright & Ellington Charlotte, NC	APAC-Atlantic (336) 412-6869	\$ 51,318.50
St Petersburg, FL 09/21 - 04/22	Runway 18-36 Rehabilitation {Bonded}	Sub	Preferred Materials 5701 E Hillsborough Ave, Ste 1122 Tampa, FL 33610	American Infrastructure Dev Tampa, FL	Preferred Materials (813) 612-5740	\$ 1,486,652.33
<b>Total Completed:</b>						<b>\$ 47,836,256.49</b>

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GREEN, JEFF STEPHEN**

PRECISION APPROACH LLC  
874 HARMONY ROAD  
EATONTON GA 31024

LICENSE NUMBER: EC13003136

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# *State of Florida*

## *Department of State*

I certify from the records of this office that PRECISION APPROACH, LLC is a Georgia limited liability company authorized to transact business in the State of Florida, qualified on August 11, 2005.

The document number of this limited liability company is M05000004489.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 1, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the First day of September, 2022*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

*Secretary of State*

Tracking Number: 1132737963CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



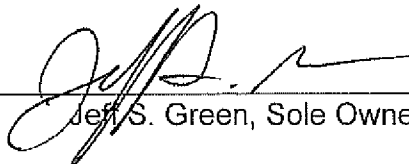
# Precision Approach, LLC

874 Harmony Road, Eatonton, GA 31024  
Phone (706) 485-7201

## EVIDENCE OF LIMITED LIABILITY COMPANY AUTHORITY

I, Jeff S. Green, hereby certify I am the sole owner of Precision Approach, LLC which was established with the State of Georgia on May 17, 2004. I also certify I have legal authority to bind Precision Approach, LLC in any and all legal matters.

My home address is 173 Sebastian Drive, Eatonton, Georgia 31024.


  
\_\_\_\_\_  
Jeff S. Green, Sole Owner  
  
\_\_\_\_\_  
September 14, 2022  
Date

(Seal)

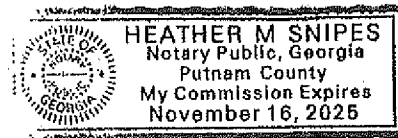
COUNTY OF PUTNAM

STATE OF GEORGIA

Sworn to and subscribed before me this 14<sup>th</sup> day of September, 2022.

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

My Commission expires Nov. 16, 2025





**Administration**

Precision Approach, LLC operates from our office/warehouse facility located in Eatonton, Georgia, approximately 70 miles east of Atlanta. Our facility allows for growth of our full time administrative staff, as this line of government funded contracting tends to require intensive paperwork. Maintaining an effective administrative support team is vital to our operation and growth.

**Operations**

Precision Approach, LLC performs on a full range of airport electrical and navigational aid construction projects regardless of size or technical complexity. Our professional staff maintains a fleet of trucks, equipment and other resources with the capacity to handle the most demanding logistical requirements of the unique airport construction industry. Precision Approach has established equipment rental accounts that will allow the rental of any necessary equipment. We focus on managing the logistics, material, equipment, and technical aspects of projects in order to increase efficiency and effectiveness. We believe that with our detailed management and quality control program we produce a high quality project for the Owner in an efficient manner.

**Key Staff**

Jeff S. Green	Sole Owner / Manager
Stacey R. Green	Marketing & Sales Director
Lynn Youngblood	Office Manager
Jacob Eisele	Estimator / Project Manager

**STANDARD FORM OF AGREEMENT**

**Draft Contract**

**Please note: this contract is a draft for bidder to view and understand the County’s standard terms and conditions, it is subject to revisions. By submitting a bid/proposal bidder/respondent understands and acknowledges that the draft contract is not an offer. Bidders/respondents are not to sign this draft contract.**

**EXHIBIT “A”**

To be inserted later once submittals have been made- Initiation to Bid and Respondents  
Acknowledgement solicited for **AIRFIELD SIGNAGE IMPROVEMENTS AT THE BOB SIKES AIRPORT (CEW) & DESTIN EXECUTIVE AIRPORT (DTS)** date of opening XXX XXnd 2022 at X:XX A.M./P.M. and any addendums thereto.

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between The Board of County Commissioners of Okaloosa County, Florida (hereinafter called Owner) and \_\_\_\_\_(hereinafter called Contractor), whose principal address is \_\_\_\_\_, states as follows:

**WITNESSETH:**

**WHEREAS**, the County through an Invitation to Bids has solicited for **AIRFIELD SIGNAGE IMPROVEMENTS AT THE BOB SIKES AIRPORT (CEW) & THE DESTIN EXECUTIVE AIRPORT (DTS)**; and

**WHEREAS**, after due review of all bids, \_\_\_\_\_ has been selected for the **AIRFIELD SIGNAGE IMPROVEMENTS AT THE BOB SIKES AIRPORT (CEW) & THE DESTIN EXECUTIVE AIRPORT (DTS)**; and

**WHEREAS**, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit “B “attached hereto; and

**WHEREAS**, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

**NOW, THEREFORE**, the parties hereto agree as follows:

**Article 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**AIRFIELD SIGNAGE IMPROVEMENTS**

The project consists of providing all labor, materials and other means of construction necessary for the sign panel replacement at Bob Sikes Airport in Crestview, FL and the sign panel replacement, installation of new guidance signs and wind cones at Destin Executive Airport in Destin, FL.

**Article 2. ENGINEER.**

The Project has been designed by

**RS&H, INC.**

who is hereinafter called Engineer and who is 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 completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES.**

3.1 The Work will be substantially completed within 240 calendar days (Base Bid) after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 270 calendar days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

3.3.1 Liquidated Damages are based upon the original contract amount, as established by Okaloosa County. Liquidated damages, based upon the original contract amount of \$\_\_\_\_\_, will be \_\_\_\_\_ dollars (\$\_\_\_\_\_) per calendar day.

**Article 4. CONTRACT PRICE.**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$\_\_\_\_\_ as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

## Article 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the fifteenth (15th) day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed. Payments to the Contractor shall in no way imply approval or acceptance of Contractor's work

5.1.1 Prior to Substantial completion, 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 Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

95 % of Work completed (with the balance being retainage). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of Work completed (with the balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be reduced from 10% to 5% for the remainder of the project. Therefore, following completion of at least 50% of the Work, the Contractor may be paid 95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.1.3 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

5.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered

by the Engineer or the County at the time of final inspection.

### 5.3 Payments Withheld

5.3.1 The Engineer or the County may decline to approve any Applications for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and the Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- 5.3.1.1 Defective Work not remedied;
- 5.3.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- 5.3.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- 5.3.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- 5.3.1.5 Reasonable indication that the Work will not be completed within the Contract Time;
- 5.3.1.6 Unsatisfactory prosecution of the Work by the Contractor;
- 5.3.1.7 Failure to provide accurate and current "As-Builts"; or
- 5.3.1.8 Any other material breach of the Contract Documents.

5.3.2 If these conditions in Subsection 5.3.1 are not remedied or removed, the County may after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of his Agreement or any other agreement between Contractor and the County.

## Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Project Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor

acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 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.

6.6. Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **Article 7. CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

7.1 Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, ITB AP XX-XX, **AIRFIELD SIGNAGE IMPROVEMENTS AT THE BOB SIKES AIRPORT (CEW) & THE DESTIN EXECUTIVE AIRPORT (DTS)** date of opening XXXX XX, 2022 at X:XX A.M./P.M. and any addendums thereto.

7.2 Exhibit "B", Federal Regulations, attached hereto and made a part of the contract. All terms within the above referenced documents are in full force and effect and shall be binding upon both parties..

## **Article 8. PUBLIC RECORDS**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

## **IF THE CONSULTANT 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 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant must:

- 8.1 Keep and maintain public records required by the County to perform the service.
- 8.2 Upon request from the County's custodian of public records, provide the County 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.
- 8.3 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 contract term and following completion of the contract if the consultant does not transfer the records to the County.
- 8.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**Article 9. AUDIT**

The County 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 Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**Article 10. TERMINATION FOR CONVENIENCE**

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien

against Owner for any additional compensation or damages in the event of such termination and payment. Further, Owner may terminate this contract immediately for failure of contractor to comply with Chapter 119, Florida Statutes.

#### **Article 11. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES**

The County reserves the right to terminate this agreement immediately for failure of Contractor to adhere to the requirements of Florida Statutes Chapter 119.

#### **Article 12. MISCELLANEOUS.**

- 12.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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.
- 12.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 12.4 Any provisions 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



**Article 13. OTHER PROVISIONS**

IN WITNESS WHEREOF, Owner, and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner, and Contractor, or identified by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

**OWNER**

**CONTRACTOR**

Okaloosa County, Florida

\_\_\_\_\_

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

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

Mel Ponder  
Chairman, Board of County Commissioners

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

License No. \_\_\_\_\_

Agent for services of process: \_\_\_\_\_

\_\_\_\_\_  
If Contractor is a corporation, attach evidence of authority to sign).

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	<b>AASHTO</b>	The American Association of State Highway and Transportation Officials.
10-02	<b>Access Road</b>	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	<b>Advertisement</b>	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	<b>Airport</b>	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	<b>Airport Improvement Program (AIP)</b>	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	<b>Air Operations Area (AOA)</b>	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	<b>Apron</b>	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	<b>ASTM International (ASTM)</b>	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	<b>Award</b>	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	<b>Calendar Day</b>	Every day shown on the calendar.
10-13	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, <del>Performance bond, payment bond</del>, any required bonds, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
10-18	<b>Contract Time</b>	The number of calendar days <del>or working days</del> , stated in the <del>proposal Agreement</del> , allowed for <del>completion of the contract</del> to substantially complete the work, including authorized time extensions. <del>If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.</del>
10-19	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in <del>the invitation for bids</del> the Project Manual and becomes part of the project specifications.
10-24	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-30A	<b>Inspector</b>	An authorized representative of the Owner assigned to make all necessary inspections, observations, and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-31	<b>Intention of Terms</b>	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	<b>Lighting</b>	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-32A	<b>Liquidated Damages</b>	Monetary damages paid by the Contractor to the Owner for each Calendar day after the applicable contract time has elapsed until the work is completed and accepted by the Owner.
10-33	<b>Major and Minor Contract Items</b>	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
10-35	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

Paragraph Number	Term	Definition
10-36	<b>Notice to Proceed (NTP)</b>	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	<b>Owner</b>	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is <b>Okaloosa County Board of Commissioners</b> .
10-38	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	<b>Project</b>	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	<b>Proposal</b>	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. The term "proposal" may be used interchangeably with the term "bid for" throughout the specifications and contract documents.
10-45	<b>Proposal guaranty</b>	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.

Paragraph Number	Term	Definition
10-46	<b>Quality Assurance (QA)</b>	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	<b>Quality Control (QC)</b>	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
10-54	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings;

Paragraph Number	Term	Definition
		vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	<b>Subgrade</b>	The soil that forms the pavement foundation.
10-58	<b>Superintendent</b>	The Contractor's executive representative, having authority and responsibility to act for and represent the Contractor, who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	<b>Work</b>	Entire construction required by the Contract, including the furnishing of all labor, products, services, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	<b>Working day</b>	<del>A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.</del>



Paragraph Number	Term	Definition
<b>10-66</b>	<b>Owner Defined terms</b>	<b>None</b>

**END OF SECTION 10**

**Section 20 Proposal Requirements and Conditions**

**THIS SECTION NOT USED. REFER TO INSTRUCTIONS TO BIDDERS FOR BID REQUIREMENTS AND CONDITIONS.**

**END OF SECTION 20**

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**Section 30 Award and Execution of Contract**

**THIS SECTION NOT USED. REFER TO INSTRUCTIONS TO BIDDERS FOR  
AWARD AND EXECUTION OF CONTRACT.**

**END OF SECTION 30**

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## Section 40 Scope of Work

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

**40-02 Alteration of work and quantities.** The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items.** The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

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

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

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

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

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

**END OF SECTION 40**



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## Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

All defined tolerances shall apply before, during, and after incorporation of the materials into the work. It is the intent of the specifications that all materials meet all the requirements of the specifications after all material has been set in place in its final form.

The Owner shall keep the FAA advised of the Engineer's determinations as to acceptance of the work is not in reasonably close conformity to the contract plans and specifications. Change orders or supplemental agreements must be reviewed by the FAA.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. It is the intent of these plans and specifications to ensure that construction, demolition, and all associated materials, equipment, and appurtenances are completed and installed in

compliance with all applicable local, state, and federal regulations. In case of discrepancy or conflicting information, the most stringent requirement shall govern. If it is not readily apparent which requirement is most stringent, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with ~~hard copies~~ or an electronic PDF of the plans and specifications and shall be responsible for printing his or her own hard copies of each. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. ~~Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.~~

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** ~~The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.~~ The Contractor shall furnish, at his or her expense, all horizontal and vertical control, all staking and layout or construction work called for on the plans and in accordance with the contract documents and as required herein or as necessary to properly and adequately control the work.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD and PDF**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

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

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

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

The Owner and/or his or her authorized representative shall have full authority to inspect all materials on the project site, test all materials at as many locations and at any frequency he or she deems necessary to satisfy him or herself that the final in-place product meets the requirements of the plans and specifications.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on

the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or

the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

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

**END OF SECTION 50**

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## Section 60 Control of Materials

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

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

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of



such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office.** An Engineer/RPR field office is not required.

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

**END OF SECTION 60**

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## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is located in the appendix of the Project Manual.

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2, current edition, latest change and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Utility Service or Facility	Location	Contact
Information, Compliance and Assistance	Okaloosa County Airport Administration Offices	(850) 651-7160
Emergencies	N/A	911

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-15.1 FAA facilities and cable runs.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
- b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.
- d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
- e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a

FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

**70-21 Insurance Requirements.** Refer to specification General Conditions, Article 5 for project insurance requirements.

## END OF SECTION 70



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## Section 80 Execution and Progress

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

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

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

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

**80-04 Limitation of operations.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least [ 48 hours ] prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Phased AOA Closures	Time Period for Closure	Type of Communications Required	Control Authority
<b>Phase 1</b>	None	N/A	N/A
<b>Phase 2</b>	None	N/A	N/A
<b>Phase 3</b>	TBD by Owner	NOTAM	Airport Ops and FAA ATCT

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction, current edition, latest change and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful

manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

In addition, the following requirements shall apply concerning all workers utilized on the project:

- a. The Contractor shall provide and maintain, at all times on the project site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work. The Contractor shall provide a capable superintendent acceptable to the Owner. Such representative shall be able to read, write, and speak English fluently and shall be authorized to receive instructions from the Engineer or RPR. Said superintendent shall have authority to see that the work is carried out in accordance with the Contract Documents and in a thorough and workmanlike manner in every respect.
- b. Incompetent, disorderly, intemperate or incorrigible employees of any authority level shall be dismissed from the project by the Contractor or his representative when requested by the Engineer or the Owner, and such persons shall not again be permitted to return to the work site without the written consent of the Owner.
- c. Any Contractor or subcontractor employee who violates the security and/or badging regulations of the Airport will be removed from the Airport and not allowed back on Airport property without the prior approval of the Owner.
- d. The Contractor shall provide at the request of the Owner such reasonable information about his employees as may be necessary, including in part, name, address and eligibility to work on federally funded projects.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

**80-07 Determination and extension of contract time.** The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Phase 1	Per Okaloosa County Standard Clauses	3 Calendar Days
Phase 2	Per Okaloosa County Standard Clauses	10 Calendar Days
Phase 3	Per Okaloosa County Standard Clauses	10 Calendar Days

The maximum construction time allowed for Schedules [ ] will be the sum of the time allowed for individual schedules but not more than [ ] 23 consecutive calendar days from the Notice to Proceed. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following, but not limited to reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

**END OF SECTION 80**

## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.



Term	Description
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p>

Term	Description
	<p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, **5 percent** of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

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

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

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

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

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Should elements of work require delay in final payment due to seasonal or other reasons, the Owner may retain or withhold an agreed upon amount from items of work associated with the delayed items and hold that retainage, even after final payment less the retained amounts, until the Contractor has fulfilled the elements of work delayed to the

satisfaction of the Owner. The Owner shall release the retained amount after all associated work for which the delay item has been accepted by the Owner.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

**90-10 Construction warranty.**

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

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### Item C-100 Contractor Quality Control Program (CQCP)

**100-1 General.** Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

- a. Provide qualified personnel to develop and implement the CQCP.
- b. Provide for the production of acceptable quality materials.
- c. Provide sufficient information to assure that the specification requirements can be met.
- d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

- a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.
- b. Discussion of the QA program.
- c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.
- d. Establish regular meetings to discuss control of materials, methods and testing.
- e. Establishment of the overall QC culture.

#### 100-2 Description of program.

**a. General description.** The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors.



The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

**b. Contractor Quality Control Program (CQCP).** The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least **10** calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff
2. Project progress schedule
3. Submittals schedule
4. Inspection requirements
5. QC testing plan
6. Documentation of QC activities and distribution of QC reports
7. Requirements for corrective action when QC and/or QA acceptance criteria are not met
8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

**100-3 CQCP organization.** The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

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

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

**a. Program Administrator.** The Contractor Quality Control Program Administrator (CQCPA) must be a full-time **on-site** employee of the Contractor, or a consultant engaged by the Contractor. ~~The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.~~

~~Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:~~

- ~~(1) Professional Engineer with one (1) year of airport paving experience.~~
- ~~(2) Engineer in training with two (2) years of airport paving experience.~~
- ~~(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.~~
- ~~(4) An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.~~

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

**b. QC technicians.** A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.
- (2) Performance of all QC tests as required by the technical specifications and paragraph 100-8.
- (3) Performance of tests for the RPR when required by the technical specifications.

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

**c. Staffing levels.** The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

**100-4 Project progress schedule.** Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

**100-5 Submittals schedule.** The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

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

e. Scheduled date of submittal

**100-6 Inspection requirements.** QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

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

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

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

**~~100-7 Contractor QC testing facility.~~**

~~a. For projects that include Item P 401, Item P 403, and Item P 404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:~~

~~8.1.3 Equipment Calibration and Checks;~~

~~8.1.9 Equipment Calibration, Standardization, and Check Records;~~

~~8.1.12 Test Methods and Procedures~~

~~b. For projects that include P 501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, *Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation*:~~

~~7 Test Methods and Procedures~~

~~8 Facilities, Equipment, and Supplemental Procedures~~

**100-8 QC testing plan.** As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

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

- a. Specification item number (e.g., P-401)
- b. Item description (e.g., Hot Mix Asphalt Pavements)
- c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

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

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

**100-9 Documentation.** The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

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

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

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

- (1) Technical specification item number and description
- (2) Compliance with approved submittals
- (3) Proper storage of materials and equipment
- (4) Proper operation of all equipment
- (5) Adherence to plans and technical specifications
- (6) Summary of any necessary corrective actions
- (7) Safety inspection.
- (8) Photographs and/or video

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

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

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

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

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

**100-10 Corrective action requirements.** The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

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

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

**100-11 Inspection and/or observations by the RPR.** All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

**100-12 Noncompliance.**

**a.** The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

**b.** When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

- (1) Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

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

### METHOD OF MEASUREMENT

**100-13 Basis of measurement and payment.** Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

- a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 20%.
- d. When 75% or more of the original contract is earned, an additional 20%
- eb. After final inspection and acceptance of project, the final 10%.

### BASIS OF PAYMENT

**100-14 Payment will be made under:**

Item C-100-14.1 Contractor Quality Control Program (CQCP) – per Lump Sum

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

**END OF ITEM C-100**

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### Item C-105 Mobilization

**105-1 Description.** This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

**105-2 Mobilization limit.** Mobilization shall be limited to **10** percent of the total project cost.

**105-3 Posted notices.** Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

**105-4 Engineer/RPR field office.** An Engineer/RPR field office is not required.

### METHOD OF MEASUREMENT

**105-5 Basis of measurement and payment.** Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, Contractor Final Project Documentation, the final 10%.

### BASIS OF PAYMENT

**105-6 Payment will be made under:**

Item C-105-6.1 Mobilization – per Lump Sum



**REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

**END OF ITEM C-105**

## ITEM GP-102 SAFETY AND SECURITY

### GENERAL

**102-1.1** The provisions of this safety and security plan and associated procedures are applicable within the boundaries of the Bob Sikes Airport & Destin Executive Airport. A complete understanding of all procedures and requirements contained herein is required to ensure safety during construction. The Airport has completed a Construction Safety and Phasing Plan (CSPP), see attached at end of this project manual. It is required that the contractor comply with this CSPP at all times during the project. The contractor shall be required to submit for approval a Safety Plan Compliance Document (SPCD) which details how the contractor will comply with the CSPP. This safety plan is a part of this Contract and deviations from the requirements established herein will be sufficient cause for Contract termination.

Required reference material associated with this safety plan includes the latest edition of the following:

FAA AC 150/5200-18C, Airport Safety Self-Inspection

FAA AC 150/5210-5D, Painting, Marking and Lighting of Vehicles Used on an Airport

FAA AC 150/5370-2G, Operational Safety on Airports During Construction

These documents are available online at <http://www.faa.gov/airports/resources/advisorycirculars> or can be provided upon request.

### CONTRACTOR SAFETY AND SECURITY OFFICER

**102-2.1 CONTRACTOR SAFETY AND SECURITY OFFICER (CSSO).** The Contractor shall appoint its on-site Construction Superintendent or other qualified individual(s) as its duly authorized representative to serve as Contractor Safety and Security Officer (CSSO) for the duration of the Contract. The CSSO shall thoroughly understand the safety and security requirements of the Contract, the necessity for them and shall have sufficient authority to implement its provisions without significant deviation. The Contractor shall notify the Engineer in writing of the name of the individual(s) selected for the assignment.

The CSSO shall represent the Contractor on safety and security requirements compliance. The CSSO shall be especially knowledgeable regarding the requirements of FAA AC's 150/5200-18, Airport Self Inspection Guide, latest edition, and 150/5370-2 Operational Safety on Airports During Construction, latest edition.

**102-2.2 RESPONSIBILITIES OF THE CONTRACTOR SAFETY AND SECURITY OFFICER.** Prior to the desired date for commencement of any work on the project, the CSSO shall accomplish the following:

**a.** Develop and submit in writing a detailed work sequence schedule with dates and times specified for all milestone events. This sequence schedule shall conform, as a minimum, to the events specified in Section 3.1, Construction Sequence, and shall be subject to the approval of the Engineer. To assure adequate time for coordination, this document shall be submitted at least one week prior to the date of the Preconstruction Conference.

**b.** Develop and submit in writing a detailed outline of the procedures to be followed to maintain safety and security of both Contractor operations and the integrity of airport landside and airside operations during the prosecution of contract work. This plan shall detail, in addition, the procedures to be followed in the event of an accident or fire involving Contractor personnel and the Contractor's efforts to maintain fire protection and security. These procedures shall be subject to the approval of the Engineer and reflect any change as may be deemed necessary.

c. Conduct at least one meeting of all Contractor supervisory personnel prior to the start of contract work. The purpose of this meeting is to review the approved Work sequence schedule and safety and security procedures. Attendance at this meeting by the CSSO, all Contractor supervisory personnel and the Engineer is mandatory. This meeting shall also be open to other employees of the Contractor and others as the Engineer may deem appropriate. Minutes of this meeting shall be taken by the CSSO, copies provided to each supervisor and kept on file in the Contractor's construction office for periodic review and updating.

d. Develop a safety and security orientation program and provide a briefing for all employees of the Contractor and subcontractors that will be used on the project. A similar briefing will be given to new employees prior to their use on contract work. In addition, the CSSO shall be responsible for briefing, from time to time, all Contractor personnel on any changes to safety and security measures deemed necessary.

e. Submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how it will comply with the requirements of the CSPP and supplying any details that could not be determined before contract award. The SPCD must include a certification statement by the contractor that indicates it understands the operational safety requirements of the CSPP and it asserts it will not deviate from the approved CSPP and SPCD unless written approval is granted by the airport operator. Any construction practice proposed by the contractor that does not conform to the CSPP and SPCD may impact the airport's operational safety and will require a revision to the CSPP and SPCD and re-coordination with the airport operator and the FAA in advance.

a. **The Safety Plan Compliance Document (SPCD)** should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I, Name of Contractor, have read the Title of Project CSPP, approved on Date, and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP:

- i. **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.
- ii. **Phasing.** Discuss proposed construction schedule elements, including:
  1. Duration of each phase.
  2. Daily start and finish of construction, including "night only" construction.
- iii. **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.
- iv. **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.

- v. **Contractor access.** Provide the following:
  - 1. Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).
  - 2. Listing of individuals requiring driver training (for certificated airports and as requested).
  - 3. Radio communications.
  - 4. Types of radios and backup capabilities.
  - 5. Who will be monitoring radios.
  - 6. Whom to contact if the ATCT cannot reach the contractor's designated person by radio.
  - 7. Details on how the contractor will escort material delivery vehicles.
- vi. **Wildlife management.** Discuss the following:
  - 1. Methods and procedures to prevent wildlife attraction.
  - 2. Wildlife reporting procedures.
- vii. **Foreign Object Debris (FOD) management.** Discuss equipment and methods for control of FOD, including construction debris and dust.
- viii. **Hazardous material (HAZMAT) management.** Discuss equipment and methods for responding to hazardous spills.
- ix. **Notification of construction activities.** Provide the following:
  - 1. Contractor points of contact.
  - 2. Contractor emergency contact.
  - 3. Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.
- x. **Inspection requirements.** Discuss daily (or more frequent) inspections and special inspection procedures.
- xi. **Underground utilities.** Discuss proposed methods of identifying and protecting underground utilities.
- xii. **Penalties.** Penalties should be identified in the CSPP and should not require an entry in the SPCD.
- xiii. **Special conditions.** Discuss proposed actions for each special condition identified in the CSPP.
- xiv. **Runway and taxiway visual aids.** Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:
  - 1. Equipment and methods for covering signage and airfield lights.
  - 2. Equipment and methods for temporary closure markings (fabric, other)

- xv. **Marking and signs for access routes.** Discuss proposed methods of demarcating access routes for vehicle drivers.
  - xvi. **Hazard marking and lighting.** Discuss proposed equipment and methods for identifying excavation areas.
  - xvii. **Protection of runway and taxiway safety areas.** including object free areas, obstacle free zones, and approach/departure surfaces. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:
    - 1. Equipment and methods for maintaining Taxiway Safety Area standards.
    - 2. Equipment and methods for separation of construction operations from aircraft operations, including methods of delineating object free areas.
  - xviii. **Other limitations on construction** should be identified in the CSPP and should not require an entry in the SPCD.
- b. Have available at all times copies of the CSPP and SPCD for reference by the airport operator and its representatives, and by subcontractors and contractor employees.
  - c. Ensure that construction personnel are familiar with safety procedures and regulations on the airport. Provide a point of contact who will coordinate an immediate response to correct any construction-related activity that may adversely affect the operational safety of the airport. Contractor shall provide 24-hour coverage.
  - d. Identify in the SPCD the contractor's on-site employees responsible for monitoring compliance with the CSPP and SPCD during construction. At least one of these employees must be on-site whenever active construction is taking place.
  - e. Conduct inspections sufficiently frequently to ensure construction personnel comply with the CSPP and SPCD and that there are no altered construction activities that could create potential safety hazards.
  - f. Restrict movement of construction vehicles and personnel to permitted construction areas by flagging, barricading, erecting temporary fencing, or providing escorts, as appropriate and as specified in the CSPP and SPCD.
  - g. Ensure that no contractor employees, employees of subcontractors or suppliers, or other persons enter any part of the air operations area (AOA) from the construction site unless authorized.
  - h. The Contractor shall submit and receive approval of SPCD prior to issuance of Notice to Proceed.

## CONSTRUCTION SEQUENCING

**102-3.1 CONSTRUCTION SEQUENCE.** The Contractor shall prepare a construction schedule and submit to the Engineer at least one week prior to the pre-construction conference.

**102-3.2 CLOSING RUNWAYS/TAXIWAYS.** The Contractor shall acquaint his supervisors and employees with the sequence of construction and its relationship to airport activity and aircraft operations that are inherent to this airport. No runway, taxiway, apron or airport roadway shall be closed without the written approval of the Owner, to enable necessary NOTAMS and/or advisories to airport fixed based operators (FBOs), tenants and users.

The Contractor shall contact the Owner a minimum of 72 hours prior to any requested closing.

The Owner will arrange for an inspection prior to return to service of any facility, that has been closed for work, on or adjacent thereto, or that has been used for a crossing point or haul route by the Contractor.

## MARKING AND LIGHTING

**102-4.1** Proper marking and lighting of areas on the airfield associated with the construction shall be the responsibility of the Contractor and shall be described by the SPCD. This will include properly marking and lighting closed runways, taxiways, taxilanes, and aprons, the limits of construction, material storage areas, equipment storage areas, haul routes, parking areas and other areas defined as required for the Contractor's exclusive use. The Contractor shall erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day and night use. Temporary barricades, flagging, and flashing warning lights shall be required at critical access points. The type and location of marking and warning devices will be approved by the Engineer.

Special emphasis shall be given to open trenches, excavations, heavy equipment marshalling areas, and stockpiled material located in the airport operations area, which shall be predominantly marked by the Contractor with flags and lighted by approved light units during hours of restricted visibility and darkness. All marking shall be in accordance with FAA Advisory Circular (AC) 150/5340-1, latest edition.

## TRAFFIC CONTROL

**102-5.1 VEHICLE IDENTIFICATION.** The Contractor shall establish and maintain a list of Contractor and subcontractor vehicles authorized to operate on the site. Contractor employee vehicles shall be restricted to the Contractor's staging area and are not allowed in the Airport Operations Area (AOA) at any time. To be authorized to operate on the airport, each Contractor or subcontractor's vehicle shall:

a. be marked/flagged for high daytime visibility and lighted for nighttime operations. Vehicles that are not marked and/or lighted shall be escorted by a vehicle appropriately marked and/or lighted. Vehicles requiring escort shall be identified on the list.

b. be identified with the name and/or logo of the Contractor and be of sufficient size to be identified at a distance. Vehicles needing intermittent identification could be marked with tape or with commercially available magnetically attached markers. Vehicles that are not appropriately identified shall be escorted by a vehicle that conforms to this requirement. Vehicles requiring escort shall be identified on the list.

c. be operated in a manner that does not compromise the safety of either landside or airside airport operations. If, in the opinion of the Engineer, any vehicle is operated in a manner not fully consistent with this requirement, the Engineer has the right to restrict operation of the vehicle or prohibit its use on the airport.

**102-5.2 ACCESS TO THE SITE OF CONSTRUCTION.** The Contractor's access to the site shall be as shown on the Contract Layout Plan. No other access points shall be allowed unless approved by the Engineer and Owner. All Contractor traffic authorized to enter the site shall be experienced in the route or guided by Contractor personnel. The Contractor shall be responsible for traffic control to and from the various construction areas on the site, and for the operation and security of the access gate to the site. A Contractor's flagman or traffic control person shall monitor and coordinate all Contractor traffic at the access gate with Airport Security. The Contractor shall not permit any unauthorized construction personnel or traffic on the site. Access gates to the site shall be locked and secured at all times when not attended by the Contractor. If the Contractor chooses to leave any access gate open, it shall be attended by Contractor personnel who are familiar with the requirements of the Airport Security Program. The Contractor is responsible for the immediate cleanup of any debris deposited along the access route as a result of his construction traffic. Directional signing from the access gate along the delivery route to the storage area, plant site or work site shall be as directed by the Engineer. In addition, the following requirements are applicable:

a. All Contractor traffic authorized to travel on the airport shall have been briefed as part of the Contractor's construction safety and security orientation program, be thoroughly familiar with the access procedures and route for travel or be escorted by personnel authorized by the Contractor Safety and Security Officer (CSSO).

b. The Contractor shall install work site identification signs at the authorized access point(s). If, in the opinion of the Engineer, directional signs are needed for clarity, they shall be installed along the route authorized for access to each construction site.

c. Under no circumstance will Contractor personnel be permitted to drive their individually owned vehicles to any construction site on the airport. All vehicles must be parked in the area designated for employee parking and out of secured airport property.

d. In addition to the inspection and cleanup required at the end of each shift, the Contractor is responsible for the immediate cleanup of any debris generated along the construction site access route(s) as a result of construction related traffic or operations whether or not created by Contractor personnel.

**102-5.3 MATERIAL SUPPLIERS.** All material suppliers, subcontractors and visitors to the work site are obligated to follow the same safety and security operating procedures as the Contractor. All material suppliers shall make their deliveries using the same access points and routes as the Contractor and shall be advised of the appropriate delivery procedures at the time the materials order is placed. The Contractor shall not use the Airport address for any delivery but shall use the street address appropriate to the location of the entrance of the work site. If it is not practical to conform to the vehicle identification requirements of Section 102-5.1 and the safety and security operations program requirements of Section 102-2.2, the Contractor shall be prepared to escort all suppliers, subcontractors and visitors while they are on the airport.

**102-5.4 PERSONNEL IDENTIFICATION.** All employees, agents, vendors, invitees, etc. of the Contractor or subcontractors requiring access to the construction site shall, in accordance with the Bob Sikes Airport & Destin Executive Airport, be required to display identification and be under escort by properly authorized personnel.

## GENERAL SAFETY REQUIREMENTS

**102-6.1** All Contractor vehicles that are authorized to operate on the airport outside of the designated construction area limits or haul routes as defined herein shall display in full view above the vehicle a flashing amber (yellow) dome-type light or a three-foot by three-foot, or larger, orange and white checkerboard flag, each checkerboard color being one-foot square. Vehicles must be under control of a

Contractor mobile (two-way) radio operator (flagmen) monitoring the Airport frequency. Vehicle operators must be vigilant for conflict with any aircraft and give way to any operating aircraft.

All Contractor vehicles that are required to operate outside of the construction area limits as defined herein and cross active airfield pavements or clear zones shall do so under the direct control of a flagman who is monitoring the Airport ground frequency. Flagmen and two-way radios shall be furnished by the Contractor. Flagmen shall be instructed in the use of two-way radios prior to use. All aircraft traffic on runways, taxiways and aprons shall have priority over Contractor's traffic.

Construction vehicles not in use for extended periods during the work day, or during nights and weekends (nonwork periods) shall be parked away from active runways, taxiways, and aprons in designated vehicle parking areas.

### **CONSTRUCTION CONTROL**

**102-7.1** A primary and alternate responsible Contractor's representative shall be designated by the Contractor. The Contractor's representatives shall be available locally on a 24-hour basis. Names of the primary and alternate, including phone number, shall be made available to the Engineer by the Contractor. The Contractor shall insure that the names and phone numbers are kept current and made available to the Engineer.

### **CONSTRUCTION TECHNIQUES**

**102-8.1** Construction shall be planned and conducted throughout this project in such a manner as to allow the maintenance of completely safe airport operations. Every effort shall be made to reduce the impact of construction activity on overall airport operations. To this end the Contractor's activities shall be conducted in such a manner so as to preclude, except where absolutely required, open excavations, trenches, ditches and above ground obstacles such as booms on cranes or obstacle markers such as wooden saw horses. The primary responsibility for assuring that the safest possible construction techniques are followed rests with the Contractor Safety and Security Officer (CSSO).

### **METHOD OF MEASUREMENT**

**102-9.1** The item of Safety and Security and Safety Plan Compliance Document shall be measured as a lump sum item when required and furnished for the life of the Contract.



**BASIS OF PAYMENT**

**102-10.1** Payment shall be made for airport safety and security measures for personnel and/or materials related to this specification item and incidentally required to satisfy the specified objective(s) under the items listed below. This compensation shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item

**PARTIAL PAYMENTS.** Partial payments will be made in accordance with the following:

<u>Percentage of Original Contract Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
5	15
15	20
25	25
50	50
75	75
100 (or Contract Completion)	100

Payment shall be made under:

Item GP-102-10.1      Safety and Security – per Lump Sum

**TESTING REQUIREMENTS**

**102-11.1** None.

**END OF ITEM GP-102**

## ITEM GP-105 TEMPORARY CONSTRUCTION ITEMS

### DESCRIPTION

**105-1.1** This item consists of furnishing all labor, materials and equipment for temporary construction items necessary for the safe and proper execution of work and not otherwise included in other contract bid items. The Contractor will be expected to supply and utilize the items listed below and other items contained in the plans and specifications, with the cost of all temporary construction. Temporary construction items to be provided include, but are not limited to the following: flaggers, portable floodlighting, bonded security guards, protection of existing utilities to ensure service continuity, jumper cables and splices to maintain airfield lighting systems and control cable functions, construction barricades, and men and equipment as needed to keep all areas free of debris.

### MATERIALS

**105-2.1 LOW PROFILE BARRICADES.** Low profile barricades shall be placed in accordance with the details shown in the plans and shall be placed in accordance with the Phasing Plan and Phasing Notes drawings.

**105-2.2 PORTABLE FLOODLIGHTING.** Portable floodlighting shall be provided, as required, for construction which must occur during nighttime operations. The Contractor shall provide sufficient units so that all work areas are illuminated to a level of 5 horizontal foot-candles. The lighting levels shall be calculated and measured in accordance with the current standards of the Illumination Engineering Society.

**105-2.3 STEEL PLATES.** Steel plates of adequate size and thickness shall be furnished as necessary to cover temporary excavations, unfinished structures or surfaces requiring protection or for safety purposes. Plates shall be securely fastened down and shall be adequate to safely support any anticipated loadings to be imposed.

**105-2.4 ACCESS GATE / HAUL ROUTE.** Temporary site access gate to Contractor Staging Area, as shown on the plans, shall be included. Construction and maintenance of haul routes to access the work area, and re-establishment of turf/fencing to original condition.

**105-2.5 TEMPORARY ELECTRICAL JUMPERS.** Electrical cable, connections and appurtenances necessary to keep active airfield pavement lighting operational during construction. Areas to be kept in operation during specific phases are indicated on the plans.

**105-2.6 MISCELLANEOUS ITEMS.** Other items as identified in these construction documents or project plans that are not specifically paid for via other methods.

### CONSTRUCTION METHODS

**105-3.1 CONSTRUCTION BARRICADES.** Barricades shall be placed around each phase of the work in accordance with the Phasing Plan and shall remain in place until completion of work in each phase.

**105-3.2 FLAGGERS AND BONDED SECURITY GUARDS.** Flaggers and guards shall be provided, as necessary, to control the Contractor's traffic during the prosecution of work. All Contractor vehicles or equipment that are required to cross active airfield pavement or safety areas shall do so under the direct control of a competent flagger equipped with an airfield radio.

**105-3.3 PORTABLE FLOODLIGHTING.** Portable floodlighting is required for construction during periods of limited visibility (i.e., nighttime). Illumination requirements shall be those contained in Paragraph 105-2.2, or otherwise within individual specifications.

**METHOD OF MEASUREMENT**

**105-4.1** Temporary Construction Items will not be measured for payment.

**BASIS OF PAYMENT**

**105-5.1** No separate payment shall be made for Temporary Construction Items. Payment for Temporary Construction Items shall be included in the C-105 Mobilization pay item.

**TESTING REQUIREMENTS**

**105-6.1** None.

**END OF ITEM GP-105**

## Item P-610 Concrete for Miscellaneous Structures

### DESCRIPTION

**610-1.1** This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

### MATERIALS

**610-2.1 General.** Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the ~~Resident Project Representative (RPR)~~ Owner's Representative before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

**a. Reactivity.** Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the ~~RPR~~ Owner's Representative. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20%, the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

**610-2.2 Coarse aggregate.** The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

### Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
3/4 inch (19 mm)	67
1/2 inch (12.5 mm)	7

**610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking.** Aggregates that have a history of D-cracking shall not be used.

**610-2.3 Fine aggregate.** The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

**610-2.4 Cement.** Cement shall conform to the requirements of ASTM C150 Type I. Total Alkalies (Na<sub>2</sub>O and K<sub>2</sub>O) of the cement secured for the production of concrete shall be independently verified in accordance with ASTM 114 or ASTM C1365.

#### 610-2.5 Cementitious materials.

**a. Fly ash.** Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR Owner's Representative.

**b. Slag cement (ground granulated blast furnace (GGBF)).** Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

**610-2.6 Water.** Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

**610-2.7 Admixtures.** The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR Owner's Representative may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR Owner's Representative from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

**a. Air-entraining admixtures.** Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

**b. Water-reducing admixtures.** Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

**c. Other chemical admixtures.** The use of set retarding, and set-accelerating admixtures shall be approved by the **RPR Owner's Representative**. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

**610-2.8 Premolded joint material.** Premolded joint material for expansion joints shall meet the requirements of ASTM **D1752**

**610-2.9 Joint filler.** The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

**610-2.10 Steel reinforcement.** Reinforcing shall consist of **reinforcing steel** conforming to the requirements of ASTM **A615**

**610-2.11 Materials for curing concrete.** Curing materials shall conform to ASTM **C309**.

## CONSTRUCTION METHODS

**610-3.1 General.** The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the **RPR Owner's Representative**.

**610-3.2 Concrete Mixture.** The concrete shall develop a compressive strength of **4000** psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

**610-3.3 Mixing.** Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the **RPRs Owner's Representative's** approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

**610-3.4 Forms.** Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the **RPR Owner's Representative**. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging

between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

**610-3.5 Placing reinforcement.** All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

**610-3.6 Embedded items.** Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

**610-3.7 Concrete Consistency.** The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

**610-3.8 Placing concrete.** All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the **RPR Owner's Representative**. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

**610-3.9 Vibration.** Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

**610-3.10 Joints.** Joints shall be constructed as indicated on the plans.

**610-3.11 Finishing.** All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

**610-3.12 Curing and protection.** All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

**610-3.13 Cold weather placing.** When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

**610-3.14 Hot weather placing.** When concrete is placed in hot weather greater than 85°F (30 °C), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

## QUALITY ASSURANCE (QA)

**610-4.1 Quality Assurance sampling and testing.** Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR Owner's Representative will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

**610-4.2 Defective work.** Any defective work that cannot be satisfactorily repaired as determined by the RPR Owner's Representative, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

## METHOD OF MEASUREMENT

**610-5.1 Reinforced concrete foundations** shall be measured by the unit.

## BASIS OF PAYMENT

**610-6.1** Payment shall be made at the contract unit price per each in place when completed. This price shall be full compensation for furnishing all materials including reinforcement and embedded items and for all preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-610-6.1	Reinforced Concrete Foundation for New Runway Distance Remaining Sign – per Each
Item P-610-6.2	Reinforced Concrete Foundation for Primary Wind Cone – per Each

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars



ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

**END OF ITEM P-610**

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## Item L-107 Airport Wind Cones

### DESCRIPTION

**107-1.1** This item shall consist of removal of existing airport wind cones; furnishing and installing an airport wind cone per these specifications and per the dimensions, design, and details shown in the plans.

The work shall include the furnishing and installation of a support for mounting the wind cone, the specified interconnecting wire, and a concrete foundation. The item shall also include all cable connections, conduit and conduit fittings, the furnishing and installation of all lamps, ground rod and ground connection, the testing of the installation, and all incidentals necessary to place the wind cone in operation (as a completed unit) to the satisfaction of the RPR.

### EQUIPMENT AND MATERIALS

#### 107-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (ACs) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications, at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be in electronic pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures, that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by

the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

107-2.2 Wind cones. The primary wind cone assembly shall be Type L-807(L), Style I-B, Size 2. The supplemental wind cone assembly shall be Type L-806(L), Style I-B, Size 1.

**107-2.3 Electrical wire and cable.** Cable rated up to 5,000 volts in conduit shall conform to AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be of the type, size, number of conductors, and voltage shown in the plans or in the proposal.

**107-2.4 Conduit.** Rigid steel conduit and fittings shall conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242.

**107-2.5 Plastic conduit (for use below grade only).** Plastic conduit and fittings shall be per the following:

- UL 514B covers W-C-1094 - Conduit fittings all types, Classes 1 thru 3 and 6 thru 10
- UL 514C covers W-C-1094 - all types, Class 5 junction box and cover in plastic (polyvinyl chloride (PVC))
- UL 651 covers W-C-1094 - Rigid PVC Conduit, types I and II, Class 4
- UL 651A covers W-C-1094 - Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4

Underwriters Laboratories Standard UL-651 shall be one of the following, as shown in the plans:

- a. Type I-Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.
- b. Type II-Schedule 40 PVC suitable for either above ground or underground use.

Plastic conduit adhesive shall be a solvent cement manufactured specifically for the purpose of gluing the type of plastic conduit and fitting.

**107-2.6 Concrete.** The concrete for foundations shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

**107-2.7 Paint.**

a. Priming paint for non-galvanized metal surfaces shall be a high solids alkyd primer compatible with the manufacturer's recommendations for the intermediate or topcoat.

b. Priming paint for galvanized metal surfaces shall be zinc dust-zinc oxide primer paint conforming to MIL-DTL-24441C/19B. Use MIL-24441 thinner per paint manufacturer's recommendations.

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint per Master Painter's Institute (MPI) Reference #9 (gloss). The color shall be per Federal Standards 595, International Orange, Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint conforming to the MPI, Reference #9, Exterior Alkyd, Gloss.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above specified aviation-orange or white paint by adding 1/2 pint (0.24 liter) of raw linseed oil to each gallon (liter).

## CONSTRUCTION METHODS

**107-3.1 Installation.** The pole shall be installed on a concrete foundation per the plans.

**107-3.2 Support pole erection.** The Contractor shall erect the pole on the foundation following the manufacturer's requirements and erection details. The pole shall be level and secure.

**107-3.3 Electrical connection.** The Contractor shall furnish all labor and materials and shall make complete electrical connections per the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electric Code (NEC).

Underground cable and duct for cable installation shall be installed in accordance with Item L-108, Underground Power Cables for Airports, and Item L-110, Airport Underground Electrical Duct Banks and Conduits in locations as shown on the plans.

**107-3.4 Booster transformer.** Not used.

**107-3.5 Ground connection and ground rod.** The Contractor shall furnish and install a ground rod, grounding cable, and ground clamps for grounding the "A" frame of the 12-foot (3.7-m) assembly or pipe support of the 8-foot (2.4-m) support near the base. The ground rod shall be of the type, diameter and length specified in Item L-108, Underground Power Cable for Airports. The ground rod shall be driven into the ground adjacent to the concrete foundation (minimum distance from foundation of 2 feet (60 cm)) so that the top is at least 6 inches (150 mm) below grade. The grounding cable shall consist of No. 6 American wire gauge (AWG) minimum stranded copper wire or larger and shall be firmly attached to the ground rod by exothermic welding. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. The other end of the grounding cable shall be securely attached to a leg of the frame or to the base of the pipe support with non-corrosive metal and shall be of substantial construction. The resistance to ground shall not exceed 25 ohms. If a single rod grounding electrode has a resistance to earth of over 25 ohms, then install one supplemental rod not less than 10 feet from the first rod. If desired resistance to ground levels are still not achieved, see FAA-STD-019 for guidance on the application of coke breeze.

**107-3.6 Painting.** Three coats of paint shall be applied (one prime, one body, and one finish) to all exposed material installed under this item except the fabric cone, obstruction light globe, and lamp reflectors. The wind cone assembly, if already painted upon receipt, shall be given one finish coat of paint in lieu of the three coats specified above. The paint shall be per MPI Reference #9 (gloss). The color shall be per Federal Standard 595, International Orange, Number 12197.

**107-3.7 Light sources.** The Contractor shall furnish and install lamps per the manufacturer's instruction book.

**107-3.8 Chain and padlock.** The Contractor shall furnish and install a suitable operating chain for lowering and raising the hinged top section. The chain shall be attached to the pole support in a manner to prevent the light fixture assembly from striking the ground in the lowered position.

A padlock shall also be furnished by the Contractor on the 8-foot (2.4-m) wind cone for securing the hinged top section to the fixed lower section. Keys for the padlock shall be delivered to the RPR.

~~**107-3.9 Segmented circle.** The segmented circle shall be constructed as shown on the Plans.~~

## METHOD OF MEASUREMENT

**107-4.1** The quantity to be paid shall be the number of wind cones installed as completed units in place, accepted, and ready for operation.

~~107-4.2 The quantity of segmented circle airport marker systems to be paid for shall be the number of systems installed as completed units in place, accepted, and ready for operation.~~

### BASIS OF PAYMENT

**107-5.1** Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for removal of existing airport wind cones; furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

~~107-5.2 Payment will be made at the contract unit price for each segmented circle airport marker system. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.~~

Payment will be made under:

Item L-107-5.1	L-807(L), Style I-B, Size 2 Wind Cone, In Place - per Each
Item L-107-5.2	L-806(L), Style I-B, Size 1 Wind Cone, In Place (Including Reinforced Concrete Foundation) - per Each

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### Advisory Circulars (AC)

AC 150/5340-5	Segmented Circle Airport Marker System
AC 150/5340-30	Design and Installation Details for airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-27	Specification for Wind Cone Assemblies
AC 150/5345-53	Airport Lighting Equipment Certification Program

#### Commercial Item Description

A-A-59544	Cable and Wire, Electrical (Power, Fixed Installation)
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#### Federal Standard (FED STD)

FED STD 595	Colors Used in Government Procurement
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#### Master Painter's Institute (MPI)

MPI Reference #9	Alkyd, Exterior, Gloss (MPI Gloss Level 6)
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#### Mil Standard

MIL-DTL-24441C/19B	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III
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#### Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit – Steel
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- UL Standard 514B Conduit, Tubing, and Cable Fittings
- UL Standard 514C Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
- UL Standard 651 Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
- UL Standard 651A Type EB and A Rigid PVC Conduit and HDPE Conduit
- UL Standard 1242 Electrical Intermediate Metal Conduit - Steel

National Fire Protection Association (NFPA)

- NFPA-70 National Electric Code (NEC)

**END OF ITEM L-107**



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## Item L-108 Underground Power Cable for Airports

### DESCRIPTION

**108-1.1** This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

### EQUIPMENT AND MATERIALS

#### 108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's

discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

**108-2.2 Cable.** Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

**108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods).** Wire for counterpoise or ground installations for airfield lighting systems shall be No. 2 AWG bare solid copper wire for counterpoise and/or No. 2 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet (2.54 m) long and 3/4 inch (19 mm) in diameter.

**108-2.4 Cable connections.** In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

**a. The cast splice.** A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, "Scotchcast" Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

**b. The field-attached plug-in splice.** Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer's requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

**c. The factory-molded plug-in splice.** Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

**d. The taped or heat-shrink splice.** Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

**108-2.5 Splicer qualifications.** Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

**108-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

**108-2.7 Flowable backfill.** Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

**108-2.8 Cable identification tags.** Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

**108-2.9 Tape.** Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

**108-2.10 Electrical coating.** Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

**108-2.11 Existing circuits.** Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete,

the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

**108-2.12 Detectable warning tape.** Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

## CONSTRUCTION METHODS

**108-3.1 General.** The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

**108-3.2 Installation in duct banks or conduits.** This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

**108-3.3 Installation of direct-buried cable in trenches.** Unless otherwise specified, the Contractor shall not use a cable plow for installing the cable. Cable shall be unreeled uniformly in place alongside or in the trench and shall be carefully placed along the bottom of the trench. The cable shall not be unreeled and pulled into the trench from one end. Slack cable sufficient to provide strain relief shall be placed in the trench in a series of S curves. Sharp bends or kinks in the cable shall not be permitted.

Where cables must cross over each other, a minimum of 3 inches (75 mm) vertical displacement shall be provided with the topmost cable depth at or below the minimum required depth below finished grade.

**a. Trenching.** Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored. Trenches for cables may be excavated manually or with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of surface is disturbed. Graders shall not be used to excavate the trench with their blades. The bottom surface of trenches shall be essentially smooth and free from coarse aggregate. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 18 inches (0.5 m) below finished grade per NEC Table 300.5, except as follows:

- When off the airport or crossing under a roadway or driveway, the minimum depth shall be 36 inches (91 cm) unless otherwise specified.
- Minimum cable depth when crossing under a railroad track, shall be 42 inches (1 m) unless otherwise specified.

The Contractor shall excavate all cable trenches to a width not less than 6 inches (150 mm). Unless otherwise specified on the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required cable depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill material may alternatively be used.

Duct bank or conduit markers temporarily removed for trench excavations shall be replaced as required.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

(1) Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred.

(2) Trenching, etc., in cable areas shall then proceed, with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair or replacement.

**b. Backfilling.** After the cable has been installed, the trench shall be backfilled. The first layer of backfill in the trench shall encompass all cables ; be 3 inches (75 mm) deep, loose measurement; and shall be either earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. This layer shall not be compacted. The second layer shall be 5 inches (125 mm) deep, loose measurement, and shall contain no particles that would be retained on a one inch (25.0 mm) sieve. The remaining third and subsequent layers of backfill shall not exceed 8 inches (20 cm) of loose measurement and be excavated or imported material and shall not contain stone or aggregate larger than 4 inches (100 mm) maximum diameter.

The second and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent material. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557.

Trenches shall not contain pools of water during backfilling operations. The trench shall be completely backfilled and tamped level with the adjacent surface, except that when turf is to be established over the trench, the backfilling shall be stopped at an appropriate depth consistent with the type of turfing operation to be accommodated. A proper allowance for settlement shall also be provided. Any excess excavated material shall be removed and disposed of per the plans and specifications.

Underground electrical warning (caution) tape shall be installed in the trench above all direct-buried cable. Contractor shall submit a sample of the proposed warning tape for acceptance by the RPR. If not shown on the plans, the warning tape shall be located 6 inches (150 mm) above the direct-buried cable or the counterpoise wire if present. A 3-6 inch (75 - 150 mm) wide polyethylene film detectable tape, with a metalized foil core, shall be installed above all direct buried cable or counterpoise. The tape shall be of the color and have a continuous legend as indicated on the plans. The tape shall be installed 8 inches (200 mm) minimum below finished grade.

**c. Restoration.** Following restoration of all trenching near airport movement surfaces, the Contractor shall visually inspect the area for foreign object debris (FOD) and remove any that is found. Where soil and sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by work shall be restored to its original condition. The restoration shall include the sodding as shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. When trenching is through paved areas, restoration shall be equal to existing conditions. If the cable is to be installed in locations or areas where other compaction requirements are specified (under pavements, embankments, etc.) the backfill compaction shall be to a minimum of 100 percent of ASTM D1557. Restoration shall be considered incidental to the pay item of which it is a component part.

**108-3.4 Cable markers for direct-buried cable.** The location of direct buried circuits shall be marked by a concrete slab marker, 2 feet (60 cm) square and 4-6 inch (10 - 15 cm) thick, extending approximately one inch (25 mm) above the surface. Each cable run from a line of lights and signs to the equipment vault shall be marked at approximately every 200 feet (61 m) along the cable run, with an additional marker at each change of direction of cable run. All other direct-buried cable shall be marked in the same manner. Cable markers shall be installed directly above the cable. The Contractor shall impress the word "CABLE" and directional arrows on each cable marking slab. The letters shall be approximately 4 inches (100 mm) high and 3 inches (75 mm) wide, with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep. Stencils shall be used for cable marker lettering; no hand lettering shall be permitted.

At the location of each underground cable connection/splice, except at lighting units, or isolation transformers, a concrete marker slab shall be installed to mark the location of the connection/splice. The Contractor shall impress the word "SPLICE" on each slab. The Contractor also shall impress additional circuit identification symbols on each slab as directed by the RPR. All cable markers and splice markers shall be painted international orange. Paint shall be specifically manufactured for uncured exterior concrete. After placement, all cable or splice markers shall be given one coat of high-visibility aviation orange paint as approved by the RPR. Furnishing and installation of cable markers is incidental to the respective cable pay item.

**108-3.5 Splicing.** Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

**a. Cast splices.** These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

**b. Field-attached plug-in splices.** These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of



rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

**c. Factory-molded plug-in splices.** These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

**d. Taped or heat-shrink splices.** A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminants prior to application.

**e. Assembly.** Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

**108-3.6 Bare counterpoise wire installation for lightning protection and grounding.** If shown on the plans or included in the job specifications, bare solid #2 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

**a. Equipotential.** The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

**b. Isolation.** Not used.

**c. Common Installation requirements.** When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

**d. Parallel Voltage Systems.** Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

**108-3.7 Counterpoise installation above multiple conduits and duct banks.** Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

**108-3.8 Counterpoise installation at existing duct banks.** When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

**108-3.9 Exothermic bonding.** Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

**108-3.10 Testing.** The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The

RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

- c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
- d. That all affected circuits (existing and new) are free from unspecified grounds.
- e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 1000 megohms. Verify continuity of all series airfield lighting circuits prior to energization.
- f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.
- g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.
- h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.
- i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

#### **METHOD OF MEASUREMENT**

**108-4.1** The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

**108-4.2** Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

**108-4.3** No separate payment will be made for ground rods.

#### **BASIS OF PAYMENT**

**108-5.1** Payment will be made at the contract unit price for trenching, cable and bare counterpoise wire installed in trench (direct-buried), or cable and equipment ground installed in duct bank or conduit, in

place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit - per Liner Foot
Item L-108-5.2	No. 2 AWG, Solid, Bare Copper Counterpoise Wire, Installed Above the Duct Bank or Conduit, Including Connections/Terminations - per Linear Foot

### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

#### Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

#### Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

#### ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

#### Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

#### National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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- NFPA-780                      Standard for the Installation of Lightning Protection Systems
- American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)
- ANSI/IEEE STD 81        IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and  
Earth Surface Potentials of a Ground System
- Federal Aviation Administration Standard
- FAA STD-019E            Lightning and Surge Protection, Grounding Bonding and Shielding  
Requirements for Facilities and Electronic Equipment

**END OF ITEM L-108**

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## Item L-110 Airport Underground Electrical Duct Banks and Conduits

### DESCRIPTION

**110-1.1** This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turving trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

### EQUIPMENT AND MATERIALS

#### 110-2.1 General.

**a.** All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

**b.** Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

**c.** All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

**d.** The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

**e.** All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by



the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

**110-2.2 Steel conduit.** Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

**110-2.3 Plastic conduit.** Plastic conduit and fittings shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I—Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II—Schedule 40 PVC suitable for either above ground or underground use.

c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

**110-2.4 Split conduit.** Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

**110-2.5 Conduit spacers.** Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

**110-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

**110-2.7 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

**110-2.8 Flowable backfill.** Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

**110-2.9 Detectable warning tape.** Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

## CONSTRUCTION METHODS

**110-3.1 General.** The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

**110-3.2 Duct banks.** Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches (0.5 m) below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches (0.5 m) below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet (1 m) beyond the edges of the pavement or 3 feet (1 m) beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches (75 mm) thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches (75 mm) apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches (75 mm) thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot (1.5-m) intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches (75 to 150 mm) wide tape, 8 inches (200 mm) minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch (75-mm) wide tape only for single conduit runs. Utilize the 6-inch (150-mm) wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches (600 mm) in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the RPR shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the RPR.

**110-3.3 Conduits without concrete encasement.** Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

**110-3.4 Markers.** The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

**110-3.5 Backfilling for conduits.** For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

**110-3.6 Backfilling for duct banks.** After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 "Excavation and Embankment" except that the material used for backfill shall be select material not larger than 4 inches (100 mm) in diameter. In addition to the requirements of Item P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet (76 m) of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

**110-3.7 Restoration.** Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include sodding shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

**110-3.8 Ownership of removed cable.** Removed cable shall become property of the Contractor and be legally disposed of off site.

## METHOD OF MEASUREMENT

**110-4.1** Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

## BASIS OF PAYMENT

**110-5.1** Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing duct banks and conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Non-Encased Electrical Conduit, 1-2 Inch - per Linear Foot
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OKALOOSA COUNTY, FL  
BOB SIKES AIRPORT &  
DESTIN EXECUTIVE AIRPORT  
AIRFIELD SIGNAGE IMPROVEMENTS

L-110-7

AIRPORT UNDERGROUND ELECTRICAL  
DUCTS BANKS AND CONDUITS  
JUNE 2022  
BID DOCUMENTS

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

### Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

### ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
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### National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
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### Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

**END OF ITEM L-110**

## Item L-115 Electrical Manholes and Junction Structures

### DESCRIPTION

**115-1.1** This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the RPR. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the RPR.

### EQUIPMENT AND MATERIALS

#### 115-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

**115-2.2 Concrete structures.** Concrete shall be proportioned, placed, and cured per [Item P-610, Concrete for Miscellaneous Structures]. Cast-in-place concrete structures shall be as shown on the plans.



**115-2.3 Precast concrete structures.** Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another engineer approved third party certification program. Provide precast concrete structures where shown on the plans.

Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand 100000 lb aircraft loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown on the plans.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the RPR shall be submitted by the Contractor to allow for a full evaluation by the RPR. The RPR shall review per the process defined in the General Provisions.

**115-2.4 Junction boxes.** Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a L-894 blank cover, gasket, and stainless steel hardware. All bolts, studs, nuts, lock washers, and other similar fasteners used for the light fixture assemblies must be fabricated from 316L (equivalent to EN 1.4404), 18-8, 410, or 416 stainless steel. If 18-8, 410, or 416 stainless steel is utilized it shall be passivated and be free from any discoloration. Covers shall be 3/8-inch (9-mm) thickness for L-867 and 3/4-inch (19-mm) thickness for L-868. All junction boxes shall be provided with both internal and external ground lugs.

**115-2.5 Mortar.** The mortar shall be composed of one part of cement and two parts of mortar sand, by volume. The cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C206. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

**115-2.6 Concrete.** Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

**115-2.7 Frames and covers.** The frames shall conform to one of the following requirements:

- a. ASTM A48      Gray iron castings
- b. ASTM A47      Malleable iron castings
- c. ASTM A27      Steel castings
- d. ASTM A283, Grade D      Structural steel for grates and frames
- e. ASTM A536      Ductile iron castings
- f. ASTM A897      Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of 270 psi and maximum load of 100000 lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "ELECTRIC" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

**115-2.8 Ladders.** Ladders, if specified, shall be galvanized steel or as shown on the plans.

**115-2.9 Reinforcing steel.** All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

**115-2.10 Bedding/special backfill.** Bedding or special backfill shall be as shown on the plans.

**115-2.11 Flowable backfill.** Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

**115-2.12 Cable trays.** Cable trays shall be of plastic. Cable trays shall be located as shown on the plans.

**115-2.13 Plastic conduit.** Plastic conduit shall comply with Item L-110, Airport Underground Electrical Duct Banks and Conduits.

**115-2.14 Conduit terminators.** Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

**115-2.15 Pulling-in irons.** Pulling-in irons shall be manufactured with 7/8-inch (22 mm) diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2-inch (12 mm) diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

**115-2.16 Ground rods.** Ground rods shall be one piece, copper clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 8 feet (2.4 m) long nor less than 5/8 inch (16 mm) in diameter.

## CONSTRUCTION METHODS

**115-3.1 Unclassified excavation.** It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the RPR without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the RPR. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to Item L-115. Dewatering necessary for structure installation and erosion per federal, state, and local requirements is incidental to Item L-115.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the RPR. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to

disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the RPR. Structures shall be placed after the RPR has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 6 inches (150 mm) of sand or a material approved by the RPR as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

**115-3.2 Concrete structures.** Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the RPR before the concrete is placed.

**115-3.3 Precast unit installations.** Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

**115-3.4 Placement and treatment of castings, frames and fittings.** All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the RPR and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written approval is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of parts shall be reported immediately to the RPR and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

**115-3.5 Installation of ladders.** Ladders shall be installed such that they may be removed if necessary. Mounting brackets shall be supplied top and bottom and shall be cast in place during fabrication of the structure or drilled and grouted in place after erection of the structure.

**115-3.6 Removal of sheeting and bracing.** In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are

being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches (150 mm) of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The RPR may direct the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

**115-3.7 Backfilling.** After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches (150 mm) in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the RPR.

Backfill shall not be placed against any structure until approval is given by the RPR. In the case of concrete, such approval shall not be given until tests made by the laboratory under supervision of the RPR establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the RPR may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property or persons due to improper placing or compacting of backfill.

**115-3.8 Connection of duct banks.** To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

**115-3.9 Grounding.** A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches (150 mm) above the floor. The ground rod shall be installed within one foot (30 cm) of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch (100 mm) diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot (30 cm) above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtailed shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

**115-3.10 Cleanup and repair.** After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

**115-3.11 Restoration.** After the backfill is completed, the Contractor shall dispose of all surplus material, dirt and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than

their original condition. All sodding, grading and restoration shall be considered incidental to the respective Item L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

**115-3.12 Inspection.** Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

**115-3.13 Manhole elevation adjustments.** The Contractor shall adjust the tops of existing manholes in areas designated in the Contract Documents to the new elevations shown. The Contractor shall be responsible for determining the exact height adjustment required to raise or lower the top of each manhole to the new elevations. The existing top elevation of each manhole to be adjusted shall be determined in the field and subtracted/added from the proposed top elevation.

The Contractor shall remove/extend the existing top section or ring and cover on the manhole structure or manhole access. The Contractor shall install precast concrete sections or grade rings of the required dimensions to adjust the manhole top to the new proposed elevation or shall cut the existing manhole walls to shorten the existing structure, as required by final grades. The Contractor shall reinstall the manhole top section or ring and cover on top and check the new top elevation.

The Contractor shall construct a concrete slab around the top of adjusted structures located in graded areas that are not to be paved. The concrete slab shall conform to the dimensions shown on the plans.

**115-3.14 Duct extension to existing ducts.** Where existing concrete encased ducts are to be extended, the duct extension shall be concrete encased plastic conduit. The fittings to connect the ducts together shall be standard manufactured connectors designed and approved for the purpose. The duct extensions shall be installed according to the concrete encased duct detail and as shown on the plans.

## METHOD OF MEASUREMENT

**115-4.1** Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following items shall be included in the price of each unit: All required excavation and dewatering; sheeting and bracing; all required backfilling with on-site materials; restoration of all surfaces and finished grading and turfing; all required connections; temporary cables and connections; and ground rod testing

**115-4.2 Manhole elevation adjustments** shall be measured by the completed unit installed, in place, completed, and accepted. Separate measurement shall not be made for the various types and sizes.

### BASIS OF PAYMENT

**115-5.1** The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

**115-5.2** Payment shall be made at the contract unit price for manhole elevation adjustments. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary, including but not limited to, spacers, concrete, rebar, dewatering, excavating, backfill, topsoil, sodding and pavement restoration, where required, to complete this item as shown in the plans and to the satisfaction of the RPR.

Payment will be made under:

Item L-115-5.1	Electrical Junction Structure L-867D - per Each
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### REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American National Standards Institute / Insulated Cable Engineers Association (ANSI/ICEA)

ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System
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Advisory Circular (AC)

AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description (CID)

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
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ASTM International (ASTM)

ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products

ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime
FAA Engineering Brief (EB)	
EB #83	In Pavement Light Fixture Bolts
Mil Spec	
MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
National Fire Protection Association (NFPA)	
NFPA-70	National Electrical Code (NEC)

**END OF ITEM L-115**

## Item L-125 Installation of Airport Lighting Systems

### DESCRIPTION

**125-1.1** This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

### EQUIPMENT AND MATERIALS

#### 125-2.1 General.

- a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.
- b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.
- c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.
- d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.
- e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.



All LED light fixtures, with the exception of obstruction lighting (AC 150/5345-43) must be warranted by the manufacturer for a minimum of 4 years after date of installation inclusive of all electronics.” Obstruction lighting warranty is set by the individual manufacturer.

## EQUIPMENT AND MATERIALS

**125-2.2 Conduit/Duct.** Conduit shall conform to Specification Item L-110 Airport Underground Electrical Duct Banks and Conduits.

**125-2.3 Cable and Counterpoise.** Cable and Counterpoise shall conform to Item L-108 Underground Power Cable for Airports.

**125-2.4 Tape.** Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

**125-2.5 Cable Connections.** Cable Connections shall conform to Item L-108 Installation of Underground Cable for Airports.

**125-2.6 Retroreflective Markers.** Not required.

**125-2.7 Runway and Taxiway Lights.** Not used.

**125-2.8 Runway and Taxiway Signs.** Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44.

### Signs

Type	Size	Style	Class	Mode	Notes
L-858B	5	3	2	2	
L-858Y	2	3	2	2	
L-858L	2	3	2	2	

**125-2.9 Runway End Identifier Light (REIL).** Not required.

**125-2.10 Precision Approach Path Indicator (PAPI).** Not required.

**125-2.11 Circuit Selector Cabinet.** Not used.

**125-2.12 Light Base and Transformer Housings.** Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867, Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures.

**125-2.13 Isolation Transformers.** Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

## INSTALLATION

**125-3.1 Installation.** The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

**125-3.2 Testing.** All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

**125-3.3 Shipping and Storage.** Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

**125-3.4 Elevated and In-pavement Lights.** Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

## METHOD OF MEASUREMENT

**125-4.1** Electrical spare part and miscellaneous repairs will be measured by allowance, and accepted by the Owner's Representative.

**125-4.2** Guidance sign panel replacements will be measured by the number of each installed as completed units, in place, ready for operation, and accepted by the Owner's Representative.

**125-4.3** Runway distance remaining sign panel replacements will be measured by the number of each installed as completed units, in place, ready for operation, and accepted by the Owner's Representative.

**125-4.4** New guidance sign on new reinforced concrete foundation will be measured by the number of each installed as completed units, in place, ready for operation, and accepted by the Owner's Representative.

**125-4.5** New distance remaining sign on existing foundation will be measured by the number of each installed as completed units, in place, ready for operation, and accepted by the Owner's Representative.

### BASIS OF PAYMENT

**125-5.1** Payment will be made at the Contract unit price by allowance as accepted by the Owner's Representative. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

**125-5.2** Payment will be made at the Contract unit price for each complete guidance sign panel installed by the Contractor and accepted by the Owner's Representative. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

**125-5.3** Payment will be made at the Contract unit price for each complete runway distance remaining sign panel installed by the Contractor and accepted by the Owner's Representative. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

**125-5.4** Payment will be made at the Contract unit price for each complete new guidance sign on new reinforced concrete foundation installed by the Contractor and accepted by the Owner's Representative. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, site restoration, and for all labor, equipment, tools and incidentals necessary to complete this item.

**125-5.5** Payment will be made at the Contract unit price for each complete new runway distance remaining sign on existing foundation installed by the Contractor and accepted by the Owner's Representative. This payment will be full compensation for furnishing all materials and for all preparation, assembly, site restoration and installation of these materials, and for all labor, equipment, tools and incidentals necessary to complete this item.

Payment will be made under:

L-125-5.1	Electrical Spare Parts and Miscellaneous Repairs – per Allowance
L-125-5.2	Guidance Sign Panel Replacement – DTS – per Each
L-125-5.3	Guidance Sign Panel Replacement – CEW – per Each
L-125-5.4	Runway Distance Remaining Sign Panel Replacement – CEW – per Each
L-125-5.5	New Guidance Sign on New Reinforced Concrete Foundation – per Each
L-125-5.6	New Runway Distance Remaining Sign on Existing Foundation – per Each
L-125-5.7	Remove Existing Guidance Sign on Concrete Foundation – per Each

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

### Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

### Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures
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**END OF ITEM L-125**

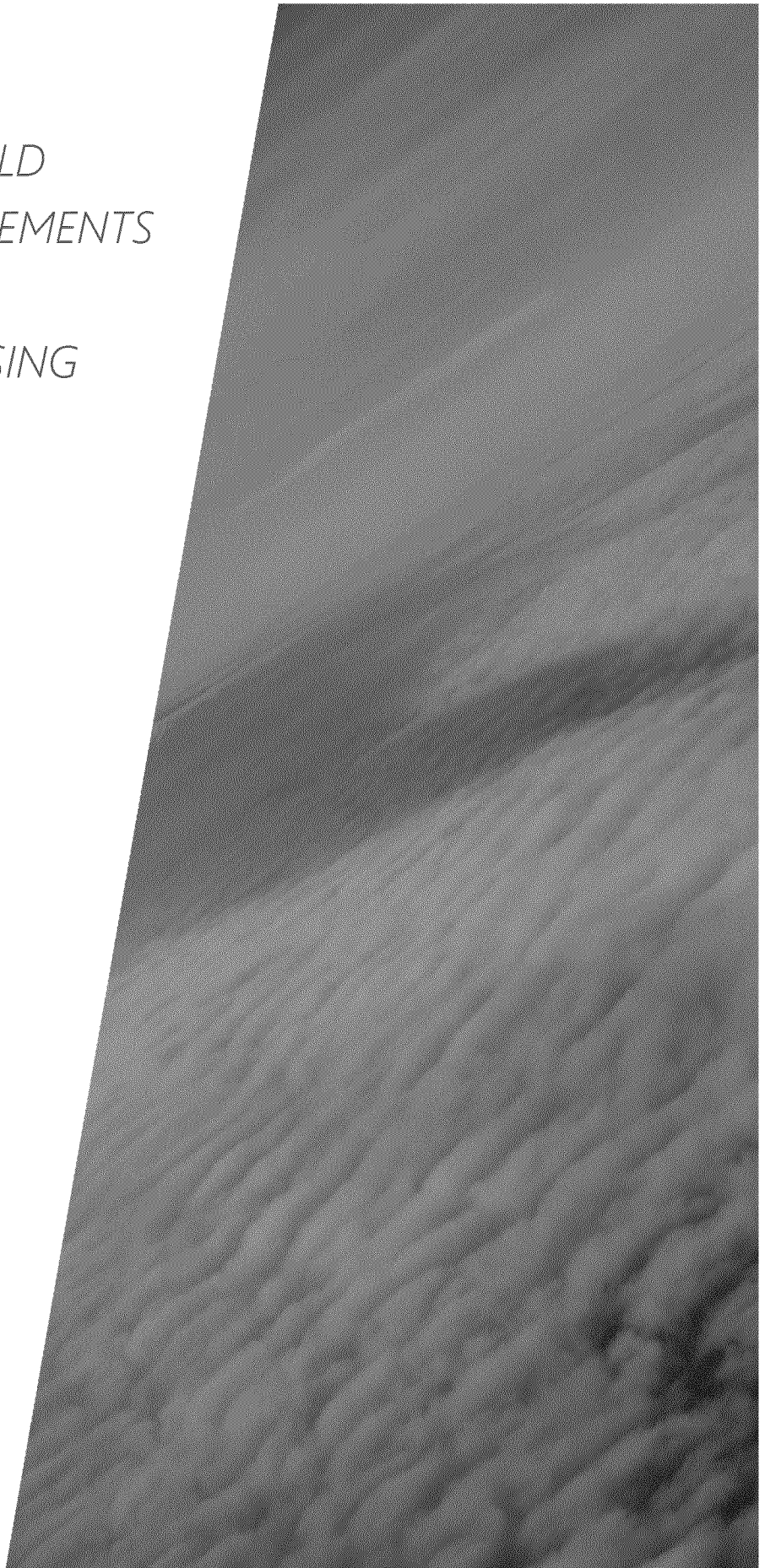
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*OKALOOSA AIRFIELD  
SIGNAGE IMPROVEMENTS  
CONSTRUCTION  
SAFETY AND PHASING  
PLAN (CSPP)*

**BID  
DOCUMENTS  
JUNE 2022**

Destin Executive Airport &  
Bob Sikes Airport  
Okaloosa County  
Destin, FL

**RS&H**



*OKALOOSA AIRFIELD  
SIGNAGE IMPROVEMENTS  
– DESTIN EXECUTIVE  
AIRPORT (DTS) –  
CONSTRUCTION  
SAFETY AND PHASING  
PLAN (CSPP)*

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Volume No. 1 of 1  
May 2022  
Destin, FL

AIP Project No.:  
N/A

RS&H No.:  
248-1915-004

Prepared by RS&H, Inc. at the  
direction of Okaloosa County  
Airports.

**RS&H**

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## SECTION 1 – PURPOSE

Aviation safety is the primary consideration at airports, especially during construction. The airport operator's Construction Safety and Phasing Plan (CSPP) and the Contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

The CSPP sets forth benchmarks and requirements for the project to help ensure the highest levels of safety, security and efficiency at the airport at the time of construction. Guideline requirements for the CSPP are developed from FAA Advisory Circular 150/5370-2G *Operational Safety on Airports During Construction*.

The CSPP is a standalone document, written to correspond with the safety and security requirements set forth in AC 150/5370-2G, the airport safety and security requirements, and local codes and requirements. The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the action of inspection personnel and airport staff. This document has been developed in order to minimize interruptions to airport operations, reduce construction costs, and maximize the performance and safety of construction activity. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory for AIP funded construction projects.

The Contractor shall be required to submit a Safety Plan Compliance Document (SPCD) to the airport operator describing how the Contractor will comply with the requirements set forth in this CSPP. The SPCD must be submitted to the airport operator for approval prior to issuance of the Notice to Proceed. In the event the Contractor's activities are found in non-compliance with the provisions of the CSPP or the SPCD, the Airport Engineer will direct the Contractor, in writing, to immediately cease those operations in violation. In addition, a safety meeting will be conducted for the purpose of reviewing those provisions in the CSPP/SPCD which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions required by the Contractor have been implemented.

## SECTION 2 – PROJECT SCOPE

Okaloosa County Airports has requested a proposal from RS&H, Inc. (Consultant) to provide design and bidding services for the replacement of sign panels at Destin Executive Airport (DTS) and the replacement of sign panels/designation change, a new RDR sign, new directional signs, and the replacement of primary and supplemental wind cones at Bob Sikes Airport (CEW). This CSPP will discuss work to occur at DTS and CEW. Replacing the existing faded sign panels, and installing new signs will improve the operational safety at both DTS and CEW.



**FIGURE 1: AIRPORT DIAGRAM PROJECT LOCATION – DESTIN EXECUTIVE AIRPORT (DTS)**



**FIGURE 2: AIRPORT DIAGRAM PROJECT LOCATION – BOB SIKES AIRPORT (CEW)**

## SECTION 3 – PLAN REQUIREMENTS

### 3.1 COORDINATION

Pre-design, pre-bid, and pre-construction conferences are used to introduce the subject of airport operational safety during construction. In addition, construction progress meetings, scope of schedule changes, and meetings with the airport will be coordinated as required through the performance of the contract.

#### 3.1.1 PRE-DESIGN CONFERENCE

A pre-design kickoff conference was held via conference call with Airport staff. This meeting was used to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations, and any other requirements pertinent to the project. This design review conference was essential in identifying and outlining potential affects and/or conflicts to airport operations during construction and ensuring any accommodations can be incorporated into the design documents.

#### 3.1.2 PRE-BID CONFERENCE

The Consultant will conduct a pre-bid conference to help clarify and explain construction methods, procedures, and safety measures required by the contract, prior to the bid opening date. The meeting will discuss items including construction methods, construction procedures (i.e. statistical acceptance testing), operational safety requirements, Disadvantaged Business Enterprise (DBE) and other civil rights and labor requirements.

One of the primary focuses of the Pre-bid Conference is to cover relevant information concerning the Contractor's requirements for developing and submitting an SPCD for review and approval, including both general and specific elements required in the SPCD. In addition, information on how the Contractor shall format the document to illustrate their plans for compliance with those provisions detailed out within this CSPP will also be provided.

Any changes or modifications recommended during the conference will be included in an addendum to the bid documents.

Copies of the proceedings, containing all items discussed, including responses to questions, will be made available to each of the participants, upon request.

#### 3.1.3 PRE-CONSTRUCTION CONFERENCE

The Owner may elect to conduct a pre-construction conference to review specific safety, phasing, and general project requirements and expectations with the Contractor.

### 3.1.4 SCOPE OR SCHEDULE CHANGES

Changes in the scope and/or duration of the project may necessitate revisions to the CSPP. The FAA Airports Regional or District office shall be promptly notified of any proposed changes to this CSPP. Changes to this document require review and approval by the airport operator and the FAA prior to implementation. In addition, coordinate proposed changes with any and all appropriate local or federal government agencies (i.e. EPA, OSHA, TSA, state environmental agencies, etc.).

### 3.1.5 FAA ATO COORDINATION

Coordination with FAA ATO will be performed by Airport staff to schedule airway facility shutdowns and restarts. No closures are anticipated for work completed at DTS. Upon phase and project completion, if a closure did occur, a pavement inspection must be coordinated and scheduled well in advance of the intended facility restart.

## 3.2 PHASING

Construction phasing for this project will be coordinated with Airport Operations. The sequenced construction phases established in this CSPP have been incorporated into the project design and are reflected in the contract drawings and specifications. All phase durations to be coordinated with Airport Operations, but restrictions on closures are noted.

### 3.2.1 PHASE ELEMENTS

The sequence of construction for this project has been phased in order to maintain aircraft operations at an acceptable level of efficiency at the airport for the duration of this contract. General elements of sequencing and phasing are as follows:

- Construction Staging Areas
  - The location of and access to the construction staging area will be as shown on the plans.
  - Staging areas and access gates for each phase can be seen in the exhibits in Appendix A of this document.
- Construction Access and Haul Routes
  - Reference Appendix A Exhibits for routing layouts. Applicable control along Contractor haul routes for both safety and security must be maintained at all times. This is especially critical at those locations that require the Contractor to cross or move through active airfield surfaces. Reference Section 3.5.2 VEHICLE AND PEDESTRIAN OPERATIONS, Section 3.16 MARKING AND SIGNS FOR ACCESS ROUTES, and Section 3.18 PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS of this document for additional information. Airport Rescue and Fire Fighting (ARFF) Access Routes—Emergency ARFF access in and around the site will be maintained by the Contractor, as required, for the duration of this project. Contractor must prominently mark open trenches and excavations within the construction site, with approval from Airport Operations and Engineering, and light them with red lights during hours of restricted visibility or darkness.

- Required Hazard Marking and Lighting
  - Reference Section 3.16 MARKING AND SIGNS FOR ACCESS ROUTES, Section 3.17 HAZARD MARKING AND LIGHTING, and Section 3.18 PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS of this document for additional information.
- Lead Times for Required Notifications
  - The Contractor is required to coordinate with the Construction Manager and Airport Operations. Lead times for required notifications shall be established at the pre-construction meeting.

Phase specific elements addressed and taken into consideration during the development of the construction phasing for this project are as follows:

- Preconstruction Phase – Mobilization and Submittals
- Phase 1 – Sign Panel Replacements - Destin Executive Airport (DTS)
- Phase 2- Sign Panel Replacement/Sign Designation Change, New Distance Remaining Sign, and Replacement of Primary and Supplemental Wind Cones – Bob Sikes Airport (CEW)
- Phase 3 – New Directional Signs – Bob Sikes Airport (CEW)
- Closeout – Grant Closeout and Demobilization.

### 3.2.2 PRECONSTRUCTION PHASE

- The Contractor will be given 30 days maximum for the Preconstruction Phase.
- The Preconstruction Phase will not include any construction activities other than establishing the Contractor’s staging area.
- This Phase is designated for coordination between Contractor and Airport for access to and from the staging area and the construction site, as well as other security items such as badging.
- This Phase will also provide time for Contractor submittals to be compiled, submitted and reviewed to potentially avoid delays during construction.

### 3.2.3 PHASE 1 (DTS)

- All work in the phase to occur at Destin Executive Airport (DTS).
- This phase is not anticipated to impact airfield aircraft traffic operations. All work in this phase to be completed under the escort of an Airport Operations personnel.
- All work in Phase 1 may be completed during daytime hours upon coordination with the Airport.
- The contractor must complete Phase 1 within 3 calendar days of commencement.
- Reference the exhibits of Attachment A of this document for additional safety measures.
- Impacts to NAVAIDs: No changes are anticipated.
- Marking Changes: No changes are anticipated.
- Guidance Sign Changes: No guidance sign changes anticipated. Only the replacement of identified sign panels will take place.
- Reference the exhibits of Attachment A of this document for detailed project scope notes.

#### 3.2.4 PHASE 2 (CEW)

- All work in the phase to occur at Bob Sikes Airport (CEW).
- This phase is not anticipated to impact airfield aircraft traffic operations. All work in this phase to be completed under the escort of an Airport Operations personnel.
- All work in Phase 2 may be completed during daytime hours upon coordination with the Airport.
- The contractor must complete Phase 2 within 10 calendar days of commencement.
- Reference the exhibits of Attachment A of this document for additional safety measures.
- Impacts to NAVAIDs: No changes are anticipated. Only replacement of wind cones will take place.
- Marking Changes: No changes are anticipated.
- Guidance Sign Changes: Signage designation change to occur. Only the replacement of identified sign panels will take place.
- Reference the exhibits of Attachment A of this document for detailed project scope notes.

#### 3.2.5 PHASE 3 (CEW)

- All work in the phase to occur at Bob Sikes Airport (CEW).
- This phase is not anticipated to impact airfield aircraft traffic operations. Barricades shall be laid at edge of Taxiway Safety Areas (TSA) as shown in plans. Contractor shall move all men and equipment behind barricaded TSA line when aircraft will use Taxiway in vicinity. Contractor shall monitor tower frequency.
- All work in Phase 3 may be completed during daytime hours upon coordination with the Airport.
- The contractor must complete Phase 3 within 10 calendar days of commencement.
- Reference the exhibits of Attachment A of this document for additional safety measures.
- Impacts to NAVAIDs: No changes are anticipated.
- Marking Changes: No changes are anticipated.
- Guidance Sign Changes: New Directional Signs to be installed near intersection of Taxiways A, A5, and H.
- Reference the exhibits of Attachment A of this document for detailed project scope notes.

#### 3.2.6 CLOSEOUT

- The Contractor will be given 14 days maximum for the Closeout Phase.
- The Closeout Phase will not include any construction activities other than demobilizing from the site and restoration of the Contractor's staging area.
- This Phase is designated for Contractor demobilization from the site and the submittal of all required closeout documentation.

### 3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

Runways, taxiways and other airfield surfaces shall remain in use by aircraft to the maximum extent possible without compromising safety. During the performance of this contract, it is not anticipated any closures will be required for work completed at DTS. All work completed at DTS shall be done under the escort of an Airport Operations personnel. Work during Phase 2 at CEW shall be done under the escort of an Airport Operations personnel. Phase 3 will require the Contractor to delineate the TSA adjacent to work site so that

the Contractor may pull men and equipment behind these barricades. These phase areas are graphically illustrated in the attached exhibits, Appendix A, Section 3.2 *Phasing*.

### 3.3.1 IDENTIFICATION OF AFFECTED AREAS

See 2.b *Construction Safety Drawings* above for graphical identification of areas affected by construction operations. Of particular concern are the following:

- No closures anticipated for Phase 1 (DTS) and Phase 2 (CEW).
- Potential Closure to Taxiway A5 and Taxiway H during Phase 3 at Bob Sikes Airport (CEW).
- Closing of Aircraft Rescue and Fire Fighting (ARFF) access routes: The Contractor is required to maintain access in and around the project work area for all ARFF vehicles.
- Closing of access routes used by airport and airline support vehicles: No impacts to airport operations other than the airfield closures listed above.
- Interruption of utilities, including water supplies for firefighting: No utility impacts will be encountered by this project. Work pertaining to existing utilities will be performed without impacting service to Airport.
- Approach/Departure surfaces affected by heights of objects: Equipment shall not exceed 50 feet in height.

Construction areas: These areas include the project work area, storage/stockpile areas, staging areas, and Contractor haul routes near active airfield surfaces. These areas are approximately identified in Appendix A.

### 3.3.2 MITIGATION OF EFFECTS

This CSPP has established specific requirements and operational procedures necessary to maintain the safety and efficiency of airport operations during the construction of this project.

All coordination pertaining to airport operations during construction will go through the Airport Engineer and the Operations Manager. Any required NOTAM's to be issued will be sent through the Airport's Construction Management Representative and issued by Airport Operations.

### 3.3.3 TEMPORARY CHANGES TO RUNWAY AND/OR TAXIWAY OPERATIONS

The affected taxiways identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic, will be barricaded using low profile, lighted barricades placed as shown in the exhibits provided in Appendix A. In addition, required NOTAM's shall be issued on the various temporary changes to aircraft access through the affected areas.

### 3.3.4 DETOURS FOR ARFF AND OTHER AIRPORT VEHICLES

The project work site shall remain open to all ARFF vehicles in emergency situations. The Contractor is required to maintain access in and around the project work area for all ARFF vehicles. Proper routing of



this traffic will be effectively communicated to all supervisory personnel involved in the construction project.

### 3.3.5 MAINTENANCE OF ESSENTIAL UTILITIES

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground utilities. The Contractor shall locate and/or arrange for the location of all the underground utilities. When an underground cable or utility is damaged due to the Contractor's negligence the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling and other underground utilities will be marked prior to beginning excavation.

### 3.3.6 TEMPORARY CHANGES TO AIR TRAFFIC CONTROL PROCEDURES

Changes to air traffic control procedures must be coordinated with airport ATO.

## 3.4 PROTECTION OF NAVIGATION AIDS (NAVAIDS)

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO to evaluate the effects of construction activity and the required distances and direction from the NAVAID is required. Construction activities, materials/equipment storage, and vehicle parking near electronic NAVAIDs require special consideration since they may interfere with lines of site and signals essential to air navigation.

## 3.5 CONTRACTOR ACCESS

This CSPP details those areas to which the Contractor must have access, and how Contractor personnel will access those project work areas.

### 3.5.1 LOCATION OF STOCKPILED CONSTRUCTION MATERIALS

Stockpiled materials and equipment storage are not permitted within the RSA/TSA, OFZ or OFA of an operational runway or taxiway. Stockpiled materials and equipment adjacent to these areas are to be prominently marked and lighted during hours of restricted visibility or darkness. Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent FOD from moving onto the airfield pavements or polluting watercourses.

Open trenches exceeding 3 inches in depth and 5 inches in width or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled material shall not be permitted within the protected areas of the runways or allowed to penetrate any of the protected airspace.

In addition, all demolished pavement materials and unclassified excavation materials shall be removed and legally disposed of off airport property and not stockpiled on airport property.

Reference Section 3.7 *Foreign Object Debris (FOD) Management* and Section 3.18 *Protection of Runway and Taxiway Safety Areas* for additional information regarding stockpile management.

### 3.5.2 VEHICLE AND PEDESTRIAN OPERATIONS

Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the AOA. The airport operator will coordinate requirements for vehicle operations with the affected airport tenants, Contractors and the FAA air traffic manager. Specific vehicle and pedestrian requirements for this project are as follows:

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work area, the designated Contractor staging area and the area under construction. Use of alternate haul routes or staging areas by the Contractor shall not be permitted without prior notification and approval by Airport Operations.

Access or haul routes used by Contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Construction traffic must remain on the haul road, never straying from the approved paths. Maintenance and upkeep of the haul roads are the responsibility of the Contractor. Dust must be removed from the haul roads by mechanical sweeping. Application of water on dirt or gravel haul routes must be provided as often as necessary. Haul roads in any airport traffic areas must be especially monitored for dust and debris to prevent any potential Foreign Object Debris (FOD) situations. The Contractor is responsible for any damage caused by construction traffic on the haul roads, regardless of whether in an approved or un-approved traffic area. Following construction completion, the Contractor shall grade, reseed, clean or otherwise restore the haul route areas to their original conditions prior to construction activities. Special attention must be given to ensure that if construction traffic is to share or cross any ARFF routes that ARFF right of way is not impeded at any time, and that construction traffic on haul roads do not interfere with NAVAIDs or approach surfaces of operational runways. Work necessary in maintaining the haul roads and compliance with safety and security requirements is considered incidental to the project, and therefore, shall not be directly paid for.

Contractor parking and equipment staging areas shall be coordinated with the Airport. Contractor must service all construction vehicles within the limits of the project work area or the Contractor staging area. Parked construction vehicles must be outside the OFZ and never in the safety area of an active runway or taxiway. In some cases, a complex setup procedure makes movement of specialized equipment infeasible (i.e. slip form paving machines and concrete hard forms); inactive equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids. The FAA must also study those areas to determine effects on airport design criteria, surfaces established by 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace (Part 77), and on NAVAIDs and Instrument Approach Procedures (IAP).

Vehicles entering the AOA, prior to construction, shall have their tires inspected for FOD. The inspections shall consist of a complete walk around the vehicle to check the tires for FOD and remove any loose materials.

At no time will vehicles or personnel enter portions of the secure AOA outside the contract area unless permitted and accompanied by an airport approved escort.

Operations personnel shall maintain radio communication with air traffic control and monitoring air traffic control frequencies at all times.

All vehicles operating on the airport and in the general vicinity of the safety area or in aircraft movement areas must be marked with flashing yellow/amber beacons or orange and white flags during daylight hours. In addition, the vehicles and equipment will have identifying symbols at a minimum of 8-inch block-type characters of contrasting color that are easily legible. During hours of darkness or low visibility they shall be marked with at least flashing yellow/amber beacons.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/- 15 flashes per minute. Flags shall be 3' by 3' with alternating 1' by 1' international orange and white squares and shall be replaced by the Contractor if they become faded, discolored, or ragged as determined by Airport Operations.

No personnel may operate vehicles in the area of operations unless they have first completed and passed an approved driver training class. All personnel operating vehicles on site must attend and complete the airport's driver training course prior to operating vehicles onsite.

At no time shall active taxiways or runways be crossed by construction equipment without notification and proper approval/clearance from Airport Operations and air traffic control.

Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall, at all times, conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport.

Airport operators and Contractors must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. Access shall be made available at all times to all airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

### 3.6 WILDLIFE MANAGEMENT

Construction Contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

- **Trash.** Food scraps from construction personnel activity must be collected.
- **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period.
- **Tall grass and seeds.**

- **Poorly maintained fencing and gates.**
- **Disruption of existing wildlife habitat.** Not applicable to this project.

### 3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

Special care and measures shall be taken to prevent Foreign Object Debris / Damage (FOD) when working in an airport environment. The Contractor shall be held responsible for implementing an approved FOD Management Plan as a part of the SPCD. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chain-link enclosures may be required.

Contractors will provide their own equipment for vehicle and equipment washing and clean up. All personnel will be responsible for picking up FOD or reporting spills/hazards.

Immediate access to a power sweeper is required when construction occurs on any pavement area inside the AOA, unless an appropriate alternative has been approved by the Airport Engineer and Airport Operations Manager.

### 3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. To that end, the Contractor is required to develop and implement spill prevention and response procedures for vehicle operations. The Contractor shall incorporate these procedures into the SPCD. This includes maintenance of appropriate MSDS data and appropriate prevention and response equipment on-site. Refer to FAA AC 150/5320-15 *Management of Airport Industrial Waste* for more information.

### 3.9 NOTIFICATION OF CONSTRUCTION ACTIVITIES

Following is information and procedures for immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport.

#### 3.9.1 POINTS OF CONTACT/LIST OF RESPONSIBLE REPRESENTATIVES

Information, Compliance, and Assistance:

(850) 651-7160

Notices to Airmen (NOTAM)

Only the airport operator may initiate or cancel NOTAMs on airport conditions and is the only entity that can close or open a runway or taxiway. The airport operator must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The airport operator must file and maintain a list of

authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the airport operator. See FAA AC 150/5370 2G, Section 3.a.1 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

Any NOTAMs for planned airfield closures for this project must be coordinated through the airport operations manager and the airports duly appointed construction management representative. Reference Section 3.2 *Phasing* for planned closures for this project, which require issuance of a NOTAM.

### 3.9.2 EMERGENCY NOTIFICATION PROCEDURES

In the event of an emergency, the Contractor shall be required to Airport Dispatch by calling (850) 651-7160.

In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor's personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties, reference Section 3.1.3 *Pre-construction Conference*. Specific emergency notification procedures shall be incorporated into the Contractor's SPCD.

## 3.10 COORDINATION WITH ARFF PERSONNEL

The Contractor shall coordinate, through the duly appointed airport representative, with ARFF personnel, mutual aid providers, and other emergency services if construction requires the following:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The re-routing, blocking and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

## 3.11 NOTIFICATION TO THE FAA

### 3.11.1 PART 77

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, can be used for this purpose and submitted to the appropriated FAA Airports Regional or District Office.

### 3.11.2 PART 157

With some exceptions, Title 14CFR Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the airport operator notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering,

activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Airports Regional or District Office. It is not anticipated that Part 157 notifications will be required for this project.

### 3.11.3 NAVAIDS

For emergency (short-notice) notification about impacts to both airports owned and FAA owned NAVAIDs, contact: (850) 651-7160, Airport Operations.

#### 3.11.3.1 Airport Owned/FAA Maintained.

If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

#### 3.11.3.2 FAA Owned

The airport operator must notify the appropriated FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the airport operator). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. In addition, provide seven days' notice to schedule the actual shutdown.

## 3.12 INSPECTION REQUIREMENTS

### 3.12.1 DAILY (OR MORE FREQUENT) INSPECTIONS

Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Reference 1 of this document. In addition to Contractor's required inspections, airport operations will inspect the construction site three (3) times a day to ensure compliance with the CSPP and the SPCD. The Engineer will have full-time inspectors monitoring activity throughout construction.

### 3.12.2 FINAL INSPECTIONS

A final inspection with the Engineer and Airport will take place prior to allowing airport operations to resume.

### 3.12.3 UNDERGROUND UTILITIES

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground cables. The Contractor shall locate and/or arrange for the location of all the underground cables. When an

underground cable is damaged due to the Contractor's negligence the Contractor shall immediately repair the cable affected at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation. Locations of cabling will be marked prior to beginning excavation.

### 3.13 PENALTIES

Failure on the part of the Contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the airport. The Airport may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be required to be prohibited from working at the airport, pending an investigation of the matter.

Penalties for violations related to airport safety and security procedures will be established by the Airport and/or may be assessed by the FAA, TSA, or a court of competent jurisdiction.

Note: Project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

### 3.14 SPECIAL CONDITIONS

In the event of an aircraft emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area. The Contractor will receive notification from airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any ARFF (Airport Rescue and Fire-Fighting) vehicle moving toward the Runway with emergency lights displayed. This will generally mean that an emergency situation is imminent.

### 3.15 RUNWAY AND TAXIWAY VISUAL AIDS

Marking, lighting, signs, and visual NAVAIDs. Those areas where aircraft will be operating shall be clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, the Contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual NAVAIDs remain in place and operational.

#### 3.15.1 GENERAL

Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

#### 3.15.2 MARKINGS

Markings must be in compliance with the standards of AC 150/5340-1L, *Standards for Airport Markings*, current edition, and the drawings and technical specifications of this project.

#### 3.15.3 LIGHTING AND VISUAL NAVAIDS

All taxiway edge lights in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of an appropriately cut length of PVC pipe. Centerline lighting that conflicts with

the closed taxiway routing shall be either de-energized, removed from the circuit by use of jumpers or as detailed in the project drawing set. Lighting must conform to AC 150/5340-30, *Design and Installation Details for Airport Visual Aids*, AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights*, and AC 150/5345-53, *Airport Lighting Certification Program*.

#### 3.15.4 SIGNS

All taxiway signs in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of a non-transparent material. Signs are required to conform to AC 150-5345-44, *Specification for Runway and Taxiway Signs*, AC 50/5340-18, *Standards for Airport Sign Systems*, and AC 150/5345-53, *Airport Lighting and Certification Program*.

### 3.16 MARKING AND SIGNS FOR ACCESS ROUTES

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix A, Sheets C002 thru C006. It shall be the Contractor's responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements found in AC 150\5340-18, Latest Edition, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications. Signs adjacent to areas used by aircraft must meet the airfield general frangibility requirements located in FAA AC 150\5220-23, and as required by the airport and subsequent approval by the Owner. Meeting airfield frangibility requirements may require modification to size and height guidance in the MUTCD.

### 3.17 HAZARD MARKING AND LIGHTING

#### 3.17.1 PURPOSE

Hazard marking and lighting prevents pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the Contractor for the duration of construction operations. Hazard marking and lighting shall also be used for the identification of open manholes, small areas under repair, stockpiled material, waste areas, and taxiway object free areas (TOFA's).

#### 3.17.2 EQUIPMENT

Type 1-Low profile barricades of the type detailed in the project drawings shall be placed at the edge of existing taxiway safety area. Layout locations for this equipment are shown in the project drawing set and attached exhibits, reference Appendix A, Exhibits C002 thru C006. Barricade spacing shall be such that a breach is physically prevented barring a deliberate act. The Contractor shall have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The Contractor must file the contact person's information with the airport operator. Lighting should be checked for proper operation at least once per day, preferably at dusk.



### 3.18 PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations. Reference Section 3.11 *Notification of Construction Activities* and Section 3.15 *Runway and Taxiway Visual Aids* for taxiway closure requirements. Reference Section 3.17 *Hazard Marking and Lighting* for hazard marking. Reference Section 3.18 *Other Limitations on Construction* for height restrictions (as required).

#### 3.18.1 TAXIWAY SAFETY AREA (TSA)

The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations. Adjustment of TSA dimensions shall be coordinated with the ATCT and the appropriate FAA Airports Regional or District Office; issuing a NOTAM will be required.

Open trenches or excavations are not permitted within the TSA while the taxiway is open. The Contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.

After a taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the airport operator, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

#### 3.18.2 TAXIWAY AND TAXILANE OBJECT FREE AREA (TOFA)

Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway object free area during normal operations. Thus, the restrictions are more stringent than for Runway Object Free Areas. No construction may occur within the TOFA while the taxiway is open for aircraft operations without notice to and permission from Airport Operations.

#### 3.18.3 OBSTACLE FREE ZONE (OFZ)

Construction personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.

#### 3.18.4 RUNWAY APPROACH/DEPARTURE SURFACES

All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect

standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the airport operator with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

### 3.19 OTHER LIMITATIONS ON CONSTRUCTION

#### 3.19.1 PROHIBITIONS

The following prohibitions are in effect for the duration of this project:

- No use of equipment with a height of over 50 feet (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
- No use of open flames welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
- No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the airport property.
- No use of flare pots within the AOA.

#### 3.19.2 RESTRICTIONS

- Construction shall not occur inside the Runway Safety Area (RSA) of an active runway unescorted by an Airport Operations personnel at any point in time.

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## APPENDIX A: PROJECT SPECIFIC EXHIBITS

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NO.	REVISIONS	DATE
102	2-25-2010	

DATE REVISION	MAY 2022
REVISION BY	SRM
DRAWN BY	SRM
DESIGNED BY	SRM
DATE	2/8/19/15/20
PROJECT NUMBER	6200
SHEET TITLE	

**SAFETY AND SECURITY NOTES AND DETAILS**

SHEET NUMBER

**G002**  
100% DESIGN DOCUMENTS

**CONTRACTOR SAFETY AND SECURITY REQUIREMENTS**

**SECURITY**

- GENERAL SAFETY: IT IS ANTICIPATED THAT THE CONTRACTOR SHALL ADVISE WITH ALL REQUIREMENTS OF THE AIRPORT SECURITY PLAN AND WITH THE SECURITY REQUIREMENTS SPECIFIED HEREIN BY AIRPORT OPERATIONS. THE CONTRACTOR SHALL DESIGNATE TO AIRPORT OPERATIONS, IN WRITING, THE NAME OF THE CONTRACTOR SAFETY OFFICER (CSO). THE CSO SHALL REPRESENT THE CONTRACTOR ON ALL SECURITY MATTERS ON THE CONTRACT.
- CONTROL PERSONNEL: SECURITY OBSERVATION: THE CSO SHALL BE RESPONSIBLE FOR ENSURING ALL EMPLOYEES SHALL BE BRIEFED ON SECURITY REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.
- ACCESS TO THE SITE: CONTRACTORS ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS. NO CONTRACTOR TRAFFIC AUTHORIZED TO ENTER THE SITE SHALL BE EXPERIENCED IN THE ROUTE OR GUIDED BY EXPERIENCED CONTRACTOR PERSONNEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC SECURITY OF THE ACCESS GATES TO THE SITE. A CONTRACTOR'S FLAGMAN OR TRAFFIC CONTROL PERSON SHALL MONITOR AND COORDINATE ALL CONTRACTOR TRAFFIC AT ANY JOA ACCESS GATE WITH TRAFFIC ON THE SITE. ACCESS GATES TO THE JOA SHALL BE LOCKED AND SECURED AT ALL TIMES WHEN NOT ATTENDED BY THE CONTRACTOR. IF THE CONTRACTOR CHOOSES TO LEAVE ANY ACCESS GATE OPEN, THE AIRPORT OPERATIONS SECURITY PROGRAM, THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE TAKING OF PREVENTIVE MEASURES TO SECURE THE JOA AS A RESULT OF THE CONSTRUCTION WORK. ALL MATERIALS TO BE DELIVERED TO THE JOA SHALL BE DELIVERED TO THE STORAGE AREA OR WORK SITE SHALL BE AS DIRECTED BY THE AIRPORT.
- MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE A DELIVERY ADDRESS. THE STREET NAME ASSIGNED TO THE ACCESS POINT AT THE AIRPORT SHALL BE USED TO IDENTIFY THE DELIVERY ADDRESS AT ANY TIME. THIS WILL PRECLUDE DELIVERY THROUGH THE PERMETER GATES AND ENTERING INTO AIRCRAFT OPERATIONS AREAS INAPPROPRIATELY.
- CONSTRUCTION AREA LIMITS: THE LIMITS OF CONSTRUCTION, MATERIAL STORAGE AND STAGING AREAS, AROUND THE PERIMETER OF THESE AREAS SUITABLE FENCING, MARKING AND OR WARNING DEVICES SHALL BE APPROVED BY AIRPORT OPERATIONS.
- SECURITY IDENTIFICATION: ALL EMPLOYEES, AGENTS, VENDORS, INVITEES, ETC. OF THE CONTRACTOR OR SUBCONTRACTORS REQUIRING ACCESS TO THE JOA SHALL BE IN ACCORDANCE WITH THE AIRPORT SECURITY PROGRAM. AIRPORT BADGING WILL NOT BE REQUIRED FOR CONTRACTOR EMPLOYEES ON THIS PROJECT.
- VEHICLE IDENTIFICATION: THE CONTRACTOR, THROUGH THE CSO, SHALL IDENTIFY AND MAINTAIN A LIST OF ALL CONTRACTOR AND SUBCONTRACTOR VEHICLES AUTHORIZED TO OPERATE ON THE JOA. THE CSO SHALL ENSURE A VEHICLE IDENTIFICATION PERMIT, ISSUED BY AIRPORT OPERATIONS, IS PROPERLY DISPLAYED ON BOTH SIDES OF THE VEHICLE EITHER PERMANENT OR MAGNETIC SIGNS THAT IDENTIFY THE CHECKERBOARD PLANS, EACH CHECKERBOARD COLOR BEING 1' FOOT SQUARE. SEE DETAIL 1, THIS SHEET.
- VEHICLE PARKING: CONTRACTOR'S PARKING SPACES SHALL BE DESIGNATED BY THE CONTRACTOR'S STAGING AREA IDENTIFIED ON THE PLANS AND ARE NOT ALLOWED OUTSIDE THE DESIGNATED AREA AT ANY TIME.
- FINES: PAYMENT OF ALL FINES ASSESSED TO OKALOOSA AIRPORTS DUE TO VIOLATIONS BY THE CONTRACTOR OF FEDERAL AVIATION ADMINISTRATION (FAA) SECURITY OR SAFETY REQUIREMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**CONTACT INFORMATION:**

EMERGENCIES: 911 AND AOC (850) 651-7166

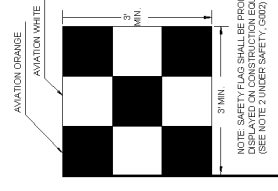
MR. ROBERT "CHAD" ROGERS - AIRPORTS DEPUTY DIRECTOR - PLANS AND PROGRAMS: (850) 612-6882

**SAFETY**

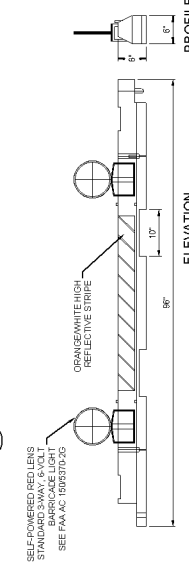
- GENERAL SAFETY: THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL SAFETY REGULATIONS AND GUIDELINES AS SET FORTH IN FEDERAL AVIATION ADMINISTRATION (FAA) AC NO. 105.70-2 SERIES, ALONG WITH THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL DESIGNATE TO THE AIRPORT SAFETY OFFICER (CSO). THE CSO SHALL REPRESENT THE CONTRACTOR ON ALL SAFETY MATTERS ON THE CONTRACT. THE CONTRACTOR OR CSO SHALL THOROUGHLY ACQUAINT ALL SUPERVISORS AND EMPLOYEES WITH ALL SAFETY REQUIREMENTS AND PROCEDURES THAT ARE INHERENT TO THIS ACTIVE AIRPORT. ADDITIONALLY, THE CONTRACTOR SHALL CONDUCT THE CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND GUIDELINES ON SAFETY OUTLINED IN THE FAA ADVISORY CIRCULARS (AS LISTED BELOW).
- CONTRACTOR VEHICLES: ALL CONTRACTOR AND SUBCONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THE JOA SHALL BE IDENTIFIED BY THE CONTRACTOR WITH A VEHICLE IDENTIFICATION PERMIT, BEING 1' FOOT SQUARE. ALL VEHICLES SHALL HAVE AIRPORT-ISSUED VEHICLE IDENTIFICATION PRIOR TO ENTERING THE JOA. THE CONTRACTOR SHALL MAINTAIN ALL VEHICLES IN GOOD OPERATING CONDITION AND SHALL UTILIZE ITS FLASHING AMBER LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
- ALL AIRCRAFT TRAFFIC ON RUNWAYS, TAXIWAYS AND APRONS SHALL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC.
- COORDINATION OF WORK AREA CLOSURES: NO RUNWAY, TAXIWAY, APRON OR AIRPORT ROADWAY SHALL BE CLOSED FOR OPERATIONS IN EXCESS OF 15 MINUTES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUESTING AND COORDINATING THE CLOSURE OF ANY CONSTRUCTION ACTIVITY WITHIN 200 FEET OF THE RUNWAY CENTERLINE OR 100 FEET FROM THE CENTERLINE OF A TAXIWAY, OR OPEN EXCAVATIONS IN EXCESS OF THREE INCHES DEEP WITHIN THE ABOVE AREAS. MUST BE APPROVED BY AIRPORT OPERATIONS. NOTIFICATION NO LESS THAN 48 HOURS PRIOR TO THE PLANNED WORK TIME IN ORDER FOR WORK TO BE ISSUED.
- COORDINATION OF WELDING AND TORCH CUTTING: OPEN FLAME WELDING OR TORCH CUTTING OPERATIONS ARE PROHIBITED IN THIS PROJECT.
- STOCKPILED MATERIALS: STOCKPILED MATERIALS WITHIN THE JOA SHALL BE CONFINED IN A MANNER TO PREVENT MOVEMENT RESULTING FROM AIRCRAFT SET BLAST, PROPELLERS OR WIND CONDITIONS IN EXCESS OF TEN KNOTS. STOCKPILE HEIGHT SHALL BE LESS THAN 15 FEET AND BE LOCATED IN AN AIRPORT APPROVED LOCATION.
- OPERATION: OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL LOCATED IN THE JOA SHALL BE IDENTIFIED BY THE CONTRACTOR WITH A VEHICLE IDENTIFICATION PERMIT, BEING 1' FOOT SQUARE. ALL VEHICLES SHALL HAVE AIRPORT-ISSUED VEHICLE IDENTIFICATION PRIOR TO ENTERING THE JOA. THE CONTRACTOR SHALL MAINTAIN ALL VEHICLES IN GOOD OPERATING CONDITION AND SHALL UTILIZE ITS FLASHING AMBER LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
- FOREIGN OBJECT DEBRIS (FOD): DEBRIS, WASTE AND LOOSE MATERIAL CAPABLE OF CAUSING DAMAGE TO AIRCRAFT LANDING GEAR, PROPELLERS OR BEING INJECTED IN JET ENGINES SHALL BE PROPERLY CONTROLLED AND REMOVED UP AT ALL TIMES. IF THESE MATERIALS ARE OBSERVED, THE CONTRACTOR SHALL REMOVE THEM IMMEDIATELY.
- UNDESIRABLE WORK AREAS: AIRPORT OPERATIONS WILL NOTIFY PRIORS TO DESIGN FOR UNDESIRABLE AREAS. ANY RUNWAY OR TAXIWAY THAT HAS BEEN CLOSED FOR WORK, OR ADJACENT THEREOF, OR THAT HAS BEEN USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR.
- FAA ADVISORY CIRCULARS: THE CONTRACTOR IS DIRECTED TO COMPLY WITH AND ACCQUANT HIS/HER EMPLOYEES WITH THE FOLLOWING SAFETY GUIDELINES, RELATED MATERIALS AND FAA ADVISORY CIRCULARS:  
155-200-8C "AIRPORT SAFETY-SELF INSPECTION"  
155-210-4D "PAINTING, MARKING OR LIGHTING OF VEHICLES USED ON AN AIRPORT"  
155-210-4D "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION"  
COPIES OF THESE DOCUMENTS ARE AVAILABLE AT THE FOLLOWING WEBSITE:  
WWW.FAA.GOV/AIRPORTS/AIRPORTSRESOURCES/ADVISORY\_CIRCULARS  
OR COPIES MAY BE OBTAINED FROM AIRPORT OPERATIONS. CONTRACTOR RESPONSIBLE FOR STAYING UP-TO-DATE WITH ANY UPDATES OR REVISIONS TO THE ADVISORY CIRCULARS LISTED ABOVE.
- CONSTRUCTION DELAYS: THE AIRPORT MAY HALT CONSTRUCTION DURING THE PROJECT AT ANY TIME IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF AIRPORT ACTIVITIES OR SAFETY. THE CONTRACTOR MAY BE REQUIRED TO STOP WORK IMMEDIATELY IF THE AIRPORT OPERATIONS DETERMINES THAT THE WORK IS NOT NECESSARY OR THAT THE CONTRACTOR WILL BE PAID IN FULL FOR THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE DELAYS. HOWEVER, THERE WILL BE NO ADJUSTMENTS IN CONTRACT PRICE DUE TO THESE DELAYS.
- HAUL ROUTES: TRUCK HAUL ROUTES ON THE AIRFIELD SHALL BE COORDINATED WITH AIRPORT OPERATIONS (SEE SHEET 002 AND GIM FOR ON AIRPORT HAUL ROUTES). OTHER MEANS TO CLEARLY MARK THE ROUTES TO THE WORK SITE MAY BE REQUIRED AND APPROVED BY AIRPORT OPERATIONS.

**GENERAL SAFETY AND SECURITY REQUIREMENTS**

- SAFETY IS PARAMOUNT: IF ANY OF THE CONTRACTORS PERSONNEL OR MEMBERS OF THE AIRBORNE STAFF BECOME INVOLVED IN A SAFETY SITUATION ON THE PROJECT, THEY ARE OBLIGATED TO STOP THE WORK, RESTORE A SAFE CONDITION AND NOTIFY A SUPERVISOR OF THE PROBLEM. AT THAT POINT, AN AIRPORT REPRESENTATIVE AND THE CONTRACTOR WILL MEET, RESOLVE THE SITUATION AND CONTINUE THE EFFORT.
- COMMUNICATIONS: PROPER COMMUNICATIONS ARE ESSENTIAL TO THE SUCCESS OF THE PROJECT. ALL CONTRACTOR PERSONNEL SHALL BE BRIEFED ON SAFETY REQUIREMENTS PRIOR TO WORKING IN THE JOA. RESPONSIBLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EVALUATE AND DETERMINE IF THE OWNER NEEDS TO BE NOTIFIED OF ANY SAFETY CONCERNS. THE CONTRACTOR SHALL NOTIFY THE AIRPORT OPERATIONS IMMEDIATELY UPON THE SYSTEM TO THE CONTRACTOR FOR HIS ACTION. EXCEPTION: IN CASE OF AN EMERGENCY, DIRECT COMMUNICATIONS IS AUTHORIZED TO QUICKLY RESOLVE THE SITUATION. ONCE STABILIZED, THE CONTRACTOR SHALL NOTIFY AIRPORT OPERATIONS AND OWNERS WILL BE NOTIFIED OF THE SITUATION AND WHAT ACTIONS HAVE BEEN TAKEN.
- CHANGES: ONLY OWNER APPROVAL IS AUTHORIZED TO MAKE CHANGES TO THE CONTRACT THAT WILL AFFECT THE CONTRACT AMOUNT AND THOSE REQUESTS MUST BE DONE THROUGH THE CHANGE ORDER SYSTEM.
- CONSTRUCTION SAFETY PHASING PLAN COMPLIANCE: THE CONTRACTOR SHALL PROVIDE A SAFETY PLAN COMPLIANCE DOCUMENT (EPD) THAT OUTLINES HOW THE CONTRACTOR WILL COMPLY WITH THE PROJECT SPECIFICATIONS SECTION 01-402, SAFETY AND SECURITY.



1. CONSTRUCTION SAFETY FLAG  
SCALE: N.T.S.



2. LOW PROFILE AIRFIELD BARRICADE DETAIL  
SCALE: N.T.S.

- LOW PROFILE BARRICADE NOTES:
- LOW PROFILE BARRICADES SHALL BE FURNISHED AND PLACED AT THE LOCATIONS SHOWN IN THE PROJECT PHASING PLAN.
  - BARRICADES SHALL BE POLYMER LOW-PROFILE BARRICADES MANUFACTURED BY NEUBEIER AERO CORPORATION OF CLEARWATER, FL OR APPROVED EQUAL.
  - WEIGH DOWN EACH BARRICADE BY FILLING WITH WATER.
  - THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE PLACEMENT, LOCATION AND OPERATION OF THE LIGHTS FOR THE DURATION OF THE PROJECT. BARRICADES SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND THE OWNER'S REPRESENTATIVE AND ANY DEFICIENCIES FOUND SHALL BE CORRECTED IMMEDIATELY.
  - CONTRACTOR SHALL PROVIDE THEIR OWN LOW-PROFILE BARRICADES. ALL COSTS ASSOCIATED WITH THE BARRICADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL LOW-PROFILE BARRICADES SHALL BE IDENTIFIED TO THE C-105-5.1 MOBILIZATION BID ITEM.



**CRESTVIEW COUNTY**  
 BOB SINES  
 AIRPORT  
 CRESTVIEW, FLORIDA



**DESTIN EXECUTIVE AIRPORT**  
 DESTIN, FLORIDA

**AIRFIELD SIGNAGE IMPROVEMENTS**

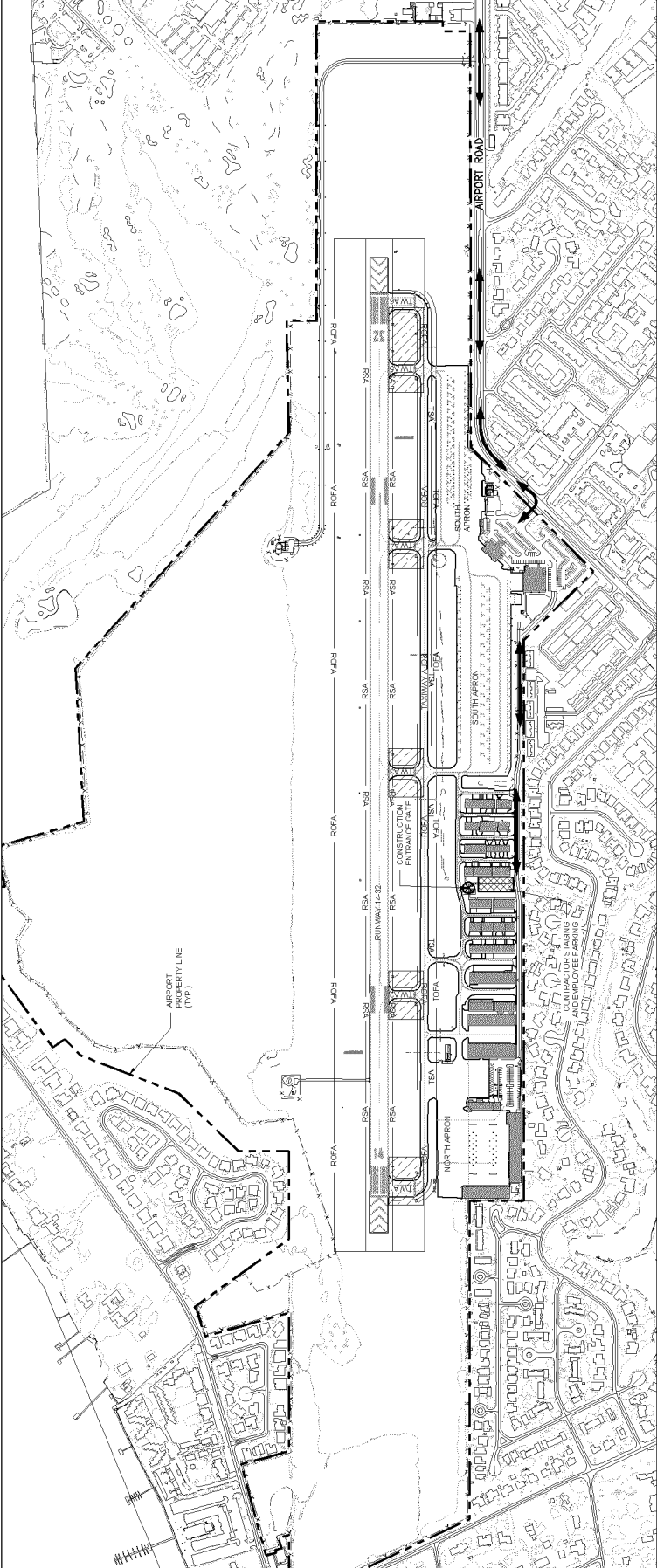
CALL 48 HOURS BEFORE TOOLING FOR THE LAUNCH OF THE AIRFIELD SIGNAGE IMPROVEMENTS PROJECT. CONTACT: DUSTY L. GUNDEL

NO.	REVISIONS	DATE

DATE REVISION: MAY 2022  
 DRAWN BY: SMT  
 DESIGNED BY: SMT  
 APPROVED BY: SMT  
 248-1915-5008  
 © 2022 RUSTON, SMITH AND ASSOCIATES

**CONTRACT LAYOUT PLAN AND GENERAL NOTES - DTS**

SHEET NUMBER: **G003**  
 100% DESIGN DOCUMENTS



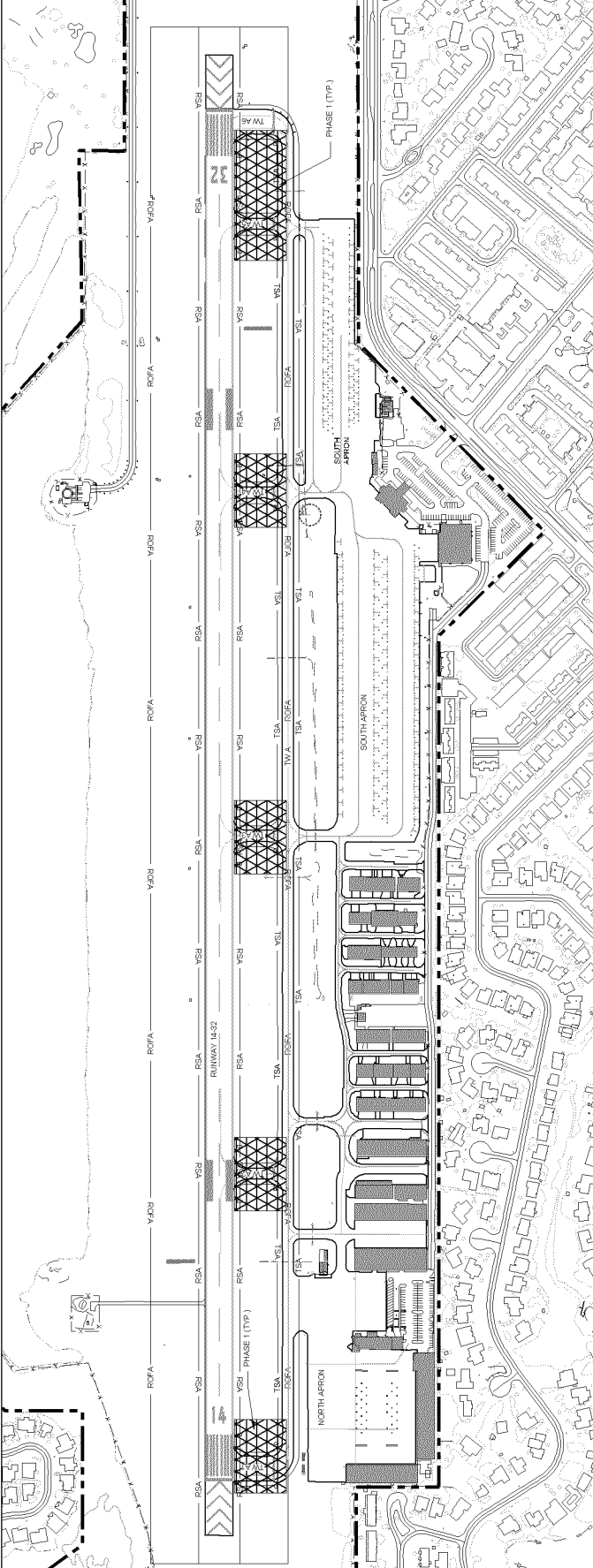
**GENERAL CONTRACT NOTES**

1. HAUL ROUTES, LOCATION OF HAUL ROUTES ON THE AIRPORT SITE SHALL BE AS SPECIFIED ON THE PLANS OR AS APPROVED BY THE OWNERS REPRESENTATIVE. IT SHALL BE THE CONTRACTORS OBLIGATION TO OBTAIN ALL NECESSARY PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.
3. CONSTRUCTION LIMITS AND FLAGGERS. ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION LIMITS OR HAUL ROUTES. ABSOLUTELY NO FLAGGERS SHALL BE PROVIDED AT ALL TIMES WHENEVER CONSTRUCTION ACCESS IS REQUIRED THROUGH A DESIGNATED GATE.
4. PERMITS. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.
6. RESPONSIBILITY FOR MATERIALS AND LABOR. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.
7. PROTECTION OF UTILITIES. ALL CONSTRUCTION ACTIVITIES FRAMED BY THE CONTRACTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.
8. UTILITIES. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.
9. PROTECT ALL PUBLIC UTILITIES THAT ARE LOCATED ADJACENT TO THE WORK AREA. ALL UTILITIES SHALL BE PROTECTED AND DAMAGES REPAIRED EXPEDITIOUSLY AT THE CONTRACTORS EXPENSE AT NO ADDITIONAL COST TO THE OWNER.
10. EMPLOYEE PARKING. CONTRACTOR EMPLOYEE PARKING SHALL BE IN THE AREAS SHOWN ON THE PLANS. CONTRACTOR EMPLOYEE VEHICLES SHALL BE ALLOWED TO PARK IMMEDIATELY PAST THE ACCESS GATE IN THE AGA AREA. NO CONTRACTOR EMPLOYEE PERSONAL VEHICLES WILL BE ALLOWED OUTSIDE OF THE SIGNAGE AREAS SHOWN ON THE PLAN.
11. SITE ACCESS. THE CONTRACTOR SHALL ACCESS THE SITE THROUGH THE EXISTING GARDEN GATE AT THE LOCATION SHOWN ON THIS SHEET. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE FLORIDA DEPARTMENT OF HIGHWAYS, COUNTY ROADS OR CITY STREETS WITH THE APPROPRIATE OWNER WHO HAS JURISDICTION OVER THE SPECIFIED ROUTE AND OBTAIN ALL NECESSARY ACCESS AND EGRESS PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS PERMITS.









CALL 48 HOURS BEFORE YOU GO  
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INFORMATION  
Go to [www.destinexecutiveairport.com](http://www.destinexecutiveairport.com)  
or call 251-263-2501  
PAA FACILITIES: 868-363-307

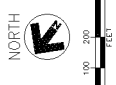
REVISIONS

NO.	DESCRIPTION	DATE
102		

DATE REVISION: MAY 2022  
DRAWN BY: MNT  
DESIGNED BY: SHW  
APPROVED BY: SHW  
PROJECT NUMBER: 2018-1915-004  
PROJECT NAME: DESTIN EXECUTIVE AIRPORT  
SHEET TITLE: PHASING PLAN  
PHASE 1

PHASING PLAN  
DTS  
PHASE 1

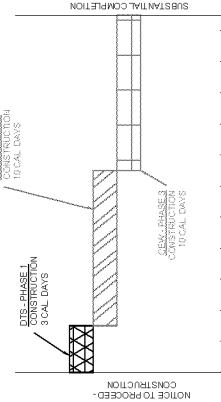
SHEET NUMBER  
**G005**  
100% DESIGN  
DOCUMENTS



LEGEND

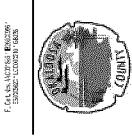
[Hatched pattern]	DTS PHASE 1 CONSTRUCTION
[Dashed line]	AIRPORT PROPERTY LINE
[Dotted line]	RUNWAY SAFETY AREA (RSA)
[Dotted line]	RUNWAY OBJECT FREE AREA (ROFA)
[Dotted line]	TAXIWAY SAFETY AREA (TSA)

TOTAL CONTRACT TIME = 23 CALENDAR DAYS



**SCHEMATIC CONSTRUCTION SEQUENCING**

- GENERAL PHASING NOTES:**
- THE CONSTRUCTION PHASING OUTLINED IN THIS PLAN IS BROKEN INTO THREE PHASES OF CONSTRUCTION. ALL PHASES OF WORK ARE WITHIN THE AIRPORT. DRAWINGS SHALL BE COMPLETED DURING THAT RESPECTIVE PHASE.
  - CONTRACTOR RESPONSIBILITY:
    - PROCUREMENT - INCLUDES PROCUREMENT OF MATERIALS AND SUPPLIES, TRANSPORTATION, AND PREPARATION OF EQUIPMENT. NO CONSTRUCTION WORK WITHIN THIS PHASE TO BE PERFORMED AT DESTIN EXECUTIVE AIRPORT.
    - PHASE 1 (DTS) - 10 CALENDAR DAYS: WORK WITHIN THIS PHASE TO BE PERFORMED AT DESTIN EXECUTIVE AIRPORT. CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS. CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONTRACTOR SHALL BE OPEN UP TO FIVE CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 1.
    - PHASE 2 (DTS) - 10 CALENDAR DAYS: WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA). CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS. CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONTRACTOR SHALL BE OPEN UP TO FIVE CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 2.
    - PHASE 3 (DTS) - 10 CALENDAR DAYS: WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA). CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS. CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONTRACTOR SHALL BE OPEN UP TO FIVE CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 3.
  - DUE TO THE IMPORTANCE OF MAINTAINING AIRFIELD OPERATIONS AND SAFETY AND SECURITY DURING CONSTRUCTION, THE CONTRACTOR IS REMINDED THAT RESPONSIBILITY TO APPROPRIATELY PLAN, COORDINATE, AND IMPLEMENT THE GUIDELINES ESTABLISHED IN THE PROVISIONS UNDER SAFETY AND SECURITY.
  - THE CONTRACTOR SHALL, AT ALL TIMES, COORDINATE HIGHER EFFORTS WITH THE AIRPORT STAFF. IF ANY PROBLEMS ARISE DURING THE CONSTRUCTION PHASE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE AIRPORT STAFF TO RESOLVE SAID PROBLEMS PRIOR TO CONTINUING THE WORK.
- THE CONTRACTOR SHALL PERFORM ALL FINAL CLEANUP WORK PRIOR TO A FINAL INSPECTION. THE CONTRACTOR SHALL ALSO CONTINUOUSLY CLEAN UP DURING EACH PHASE OF THE PROJECT.
  - THE CONTRACTOR SHALL HAVE A VACUUM TRUCK AS NECESSARY TO MAINTAIN CLEAN WORK AREAS AND TRAIL ROUTES. IT IS IMPERATIVE THAT NO DAMAGE BE DONE TO ANY AIRCRAFT DUE TO FOREIGN OBJECT DEBRIS (FOD). ANY DAMAGE AREAS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE WITH NO REIMBURSEMENT BY THE AIRPORT OR THEIR AUTHORIZED REPRESENTATIVES.
  - THERE ARE NO RESTRICTIONS TO CONTRACTOR WORK HOURS ON THIS PROJECT UNLESS OTHERWISE SPECIFIED BY AIRPORT OPERATIONS.
  - THE CONTRACTOR'S FIELD OPERATIONS AREAS FOR STORAGE OF EQUIPMENT SHALL BE LIMITED TO DESIGNATED AREAS. ALL AREAS DESIGNATED FOR STORAGE OF EQUIPMENT OR STORAGE OF FUELING FACILITIES, MATERIALS SHALL BE APPROVED BY THE CONTRACTOR AND MUST BE APPROVED BY THE AIRPORT OPERATIONS. LOCAL, STATE, AND FEDERAL REQUIREMENTS SHALL APPLY.
  - THE COMPLETION OF ANY PHASE OF WORK AND SUBSEQUENT USAGE BY THE OWNER DOES NOT DEFINE FINAL ACCEPTANCE OF THE WORK IN THAT PHASE. ALL WORK SHALL BE SUBJECT TO FINAL INSPECTION AND APPROVAL BY THE AIRPORT OPERATIONS. THE ENTIRE PROJECT HAS OCCURRED AND ALL ASSOCIATED PUNCH LIST ITEMS HAVE BEEN COMPLETED TO THE SATISFACTION OF THE AIRPORT MANAGEMENT, THEN THE ENTIRE PROJECT WILL BE ACCEPTED.
  - THE CONTRACTOR SHALL SUBMIT TO THE OWNER ALL DETAILED CONSTRUCTION DOCUMENTS PROVIDING A CONSTRUCTION SEQUENCE AND SAFETY PARAMETERS WHICH MUST BE INCORPORATED INTO THE CONSTRUCTION SCHEDULE.
  - ALL BARRICADES SHALL BE INSTALLED WHERE DIRECTED BY AIRPORT OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF BARRICADES AND FOR THE MAINTENANCE OF BARRICADES TO REFLECT THE CURRENT STATUS OF CONSTRUCTION. BARRICADES SHALL BE INSTALLED AT THE EXACT LOCATIONS SHALL BE DETERMINED PRIOR TO PLACEMENT.



**CRESTVIEW COUNTY**  
**BOB SINES AIRPORT**  
CRESTVIEW, FLORIDA

**DESTIN EXECUTIVE AIRPORT**  
DESTIN, FLORIDA

**ARRIFIELD SIGNAGE IMPROVEMENTS**

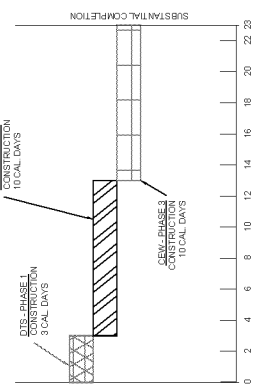
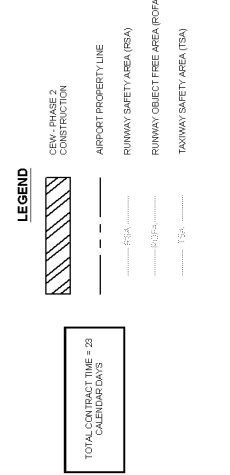
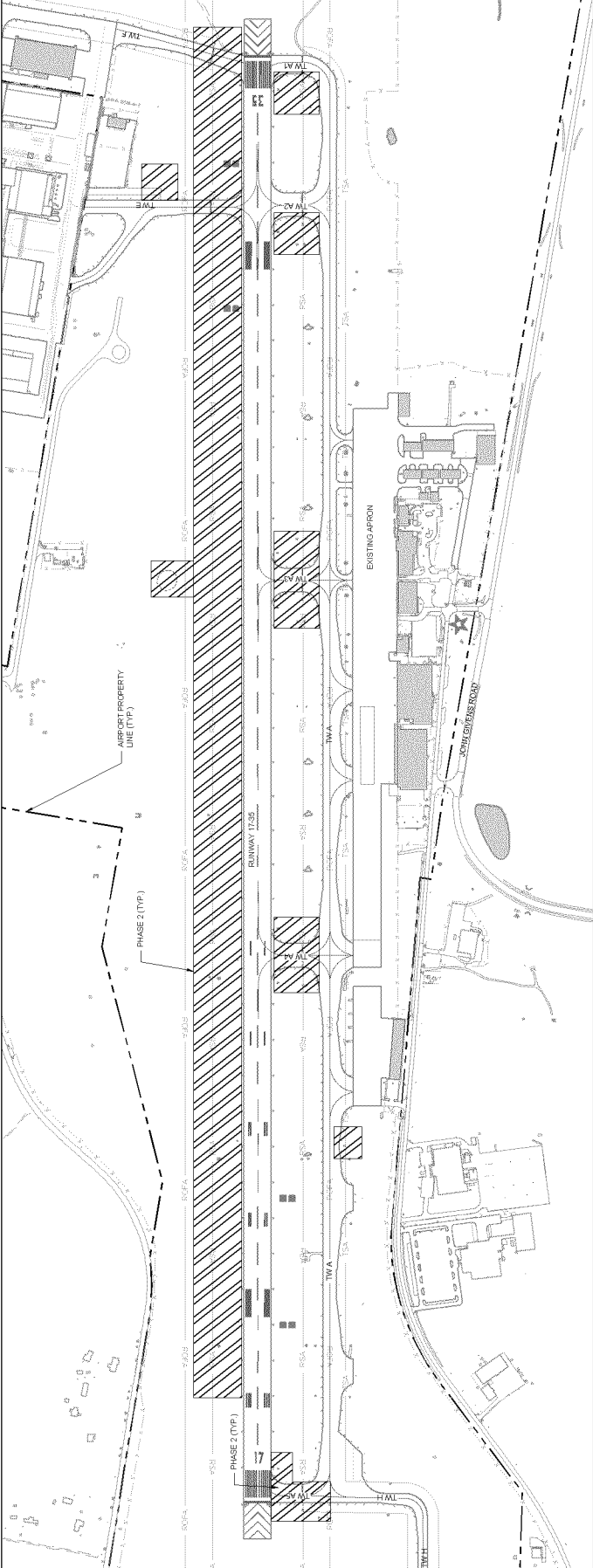
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NO.	DESCRIPTION

DATE:  /  / 2022  
DRAWN BY: MWT  
DESIGNED BY: SHW  
CHECKED BY: MWT  
DATE REVISION: MAY 2022  
PROJECT NUMBER: 202-1915-D004  
SHEET NUMBER: 6 OF 20 (RWS, SHW, MWT, MWS, INC.)  
SHEET TITLE: PHASING PLAN CEW PHASE 2

**PHASING PLAN CEW PHASE 2**  
SHEET TITLE: PHASING PLAN CEW PHASE 2  
SHEET NUMBER: 6 OF 20 (RWS, SHW, MWT, MWS, INC.)

**G006**  
100% DESIGN DOCUMENTS



**SCHEMATIC CONSTRUCTION SEQUENCING**

**GENERAL PHASING NOTES:**

- THE CONSTRUCTION PHASING OUTLINED IN THE PLANS IS BROKEN INTO THREE PHASES OF CONSTRUCTION. ALL PHASES OF WORK ARE WITHIN THE AIRPORT. DRAWINGS SHALL BE COMPLETED DURING THAT RESPECTIVE PHASE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
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**CRESTVIEW FLORIDA**  
**BOB SIKES AIRPORT**  
**DESTIN EXECUTIVE AIRPORT**  
**DESTIN, FLORIDA**

**AIRFIELD SIGNAGE IMPROVEMENTS**



DATE REVISION

NO.	DESCRIPTION	DATE
102		

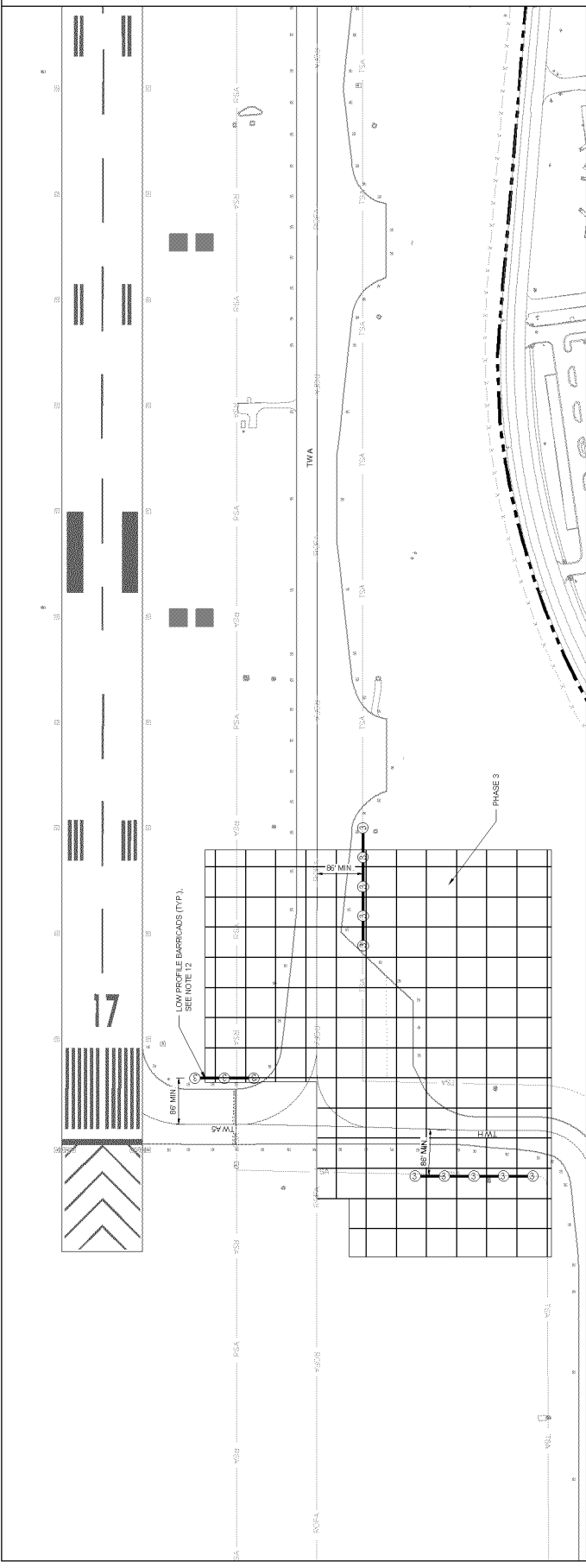
DATE REVISION

DESIGNED BY: SBY  
DRAWN BY: MRT  
CHECKED BY: JRM  
DATE REVISION: MAY 2022

PHASE NUMBER: 208-1915-004  
PROJECT NUMBER: 6220-AIRFIELD-SIG-IMP-415-INC

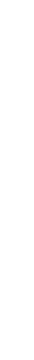
**PHASING PLAN**  
**CEW**  
**PHASE 3**

SHEET NUMBER: **G007**  
**100% DESIGN DOCUMENTS**



**GENERAL PHASING NOTES:**

- THE CONSTRUCTION PHASING OUTLINED IN THE PLANS IS BROKEN INTO THREE PHASES OF CONSTRUCTION. ALL PHASES OF WORK ARE WITHIN THE AIRCRAFT OPERATIONS AREA. THE PHASING DRAWINGS SHALL BE COMPLETED DURING THAT RESPECTIVE PHASE.
- CONSTRUCTION SEQUENCE:**  
PROCUREMENT - INCLUDES PROCUREMENT OF MATERIALS AND SUPPLIES, DELIVERY, AND PREPARATION OF EQUIPMENT. NO CONSTRUCTION TO BE PERFORMED.  
PHASE 1 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT DESTIN EXECUTIVE AIRPORT (DEW) WITHIN 10 CALENDAR DAYS.  
PHASE 2 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 3 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 1.  
PHASE 2 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 3 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 2.  
PHASE 4 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 5 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 3.  
PHASE 6 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 7 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 4.  
PHASE 8 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 9 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 5.  
PHASE 10 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 11 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 6.  
PHASE 12 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 13 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 7.  
PHASE 14 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 15 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 8.  
PHASE 16 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 17 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 9.  
PHASE 18 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 19 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 10.  
PHASE 20 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 21 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 11.  
PHASE 22 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
PHASE 23 (CEW) - 10 CALENDAR DAYS  
WORK WITHIN THIS PHASE TO BE PERFORMED AT BOB SIKES AIRPORT (BSA) WITHIN 10 CALENDAR DAYS.  
THE CONTRACTOR SHALL COORDINATE ACCESS HOURS OF OPERATION WITH AIRPORT OPERATIONS FOR THE DURATION OF THE PROJECT. CONSTRUCTION SHALL BE GIVEN UP TO FIVE (5) CALENDAR DAYS TO COMPLETE WORK WITHIN PHASE 12.



**SCHEMATIC CONSTRUCTION SEQUENCING**

DATE REVISION

DATE REVISION

NO.	DESCRIPTION	DATE
102		

DATE REVISION

DESIGNED BY: SBY  
DRAWN BY: MRT  
CHECKED BY: JRM  
DATE REVISION: MAY 2022

PHASE NUMBER: 208-1915-004  
PROJECT NUMBER: 6220-AIRFIELD-SIG-IMP-415-INC

**LEGEND**

- CONSTRUCTION (Solid rectangle)
  - CONSTRUCTION (Dotted rectangle)
  - AIRPORT PROPERTY LINE (Dashed line)
  - LOW PROFILE SAFETY AREA (PSA) (Dashed line)
  - RUNWAY OBJECT FREE AREA (RFA) (Dotted line)
  - TAXIWAY SAFETY AREA (TSA) (Dotted line)
  - LOW PROFILE BARRICADES NUMBERED WITH ASSOCIATED PHASE (Circle with number)
- TOTAL CONTRACT TIME = 23 CALENDAR DAYS

LOW PROFILE BARRICADES NUMBERED WITH ASSOCIATED PHASE

DATE REVISION

DATE REVISION

NO.	DESCRIPTION	DATE
102		

DATE REVISION

DESIGNED BY: SBY  
DRAWN BY: MRT  
CHECKED BY: JRM  
DATE REVISION: MAY 2022

PHASE NUMBER: 208-1915-004  
PROJECT NUMBER: 6220-AIRFIELD-SIG-IMP-415-INC

REFERENCE 1: SAFETY AND PHASING PLAN CHECKLIST

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**APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST**

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

**Table C-1. CSPP Checklist**

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
<b>General Considerations</b>					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	<u>2.5</u>				
Operational safety is a standing agenda item for construction progress meetings.	<u>2.5</u>				
Scheduling of the construction phases is properly addressed.	<u>2.6</u>				
Any formal agreements are established.	<u>2.5.3</u>				
<b>Areas and Operations Affected by Construction Activity</b>					
Drawings showing affected areas are included.	<u>2.7.1</u>				
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	<u>2.7.1.1</u>				
Access routes used by ARFF vehicles affected by the project are addressed.	<u>2.7.1.2</u>				
Access routes used by airport and airline support vehicles affected by the project are addressed.	<u>2.7.1.3</u>				
Underground utilities, including water supplies for firefighting and drainage.	<u>2.7.1.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	<u>2.7.1.5</u>				
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	<u>2.7.1</u>				
Temporary changes to taxi operations are addressed.	<u>2.7.2.1</u>				
Detours for ARFF and other airport vehicles are identified.	<u>2.7.2.2</u>				
Maintenance of essential utilities and underground infrastructure is addressed.	<u>2.7.2.3</u>				
Temporary changes to air traffic control procedures are addressed.	<u>2.7.2.4</u>				
<b>NAVAIDs</b>					
Critical areas for NAVAIDs are depicted on drawings.	<u>2.8</u>				
Effects of construction activity on the performance of NAVAIDs, including unanticipated power outages, are addressed.	<u>2.8</u>				
Protection of NAVAID facilities is addressed.	<u>2.8</u>				
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	<u>2.8</u>				
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	<u>2.8, 2.13.1, 2.13.5.3.1, 2.18.1</u>				
<b>Contractor Access</b>					
The CSPP addresses areas to which contractor will have access and how	<u>2.9</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	<u>2.9</u>				
The location of stockpiled construction materials is depicted on drawings.	<u>2.9.1</u>				
The requirement for stockpiles in the ROFA to be approved by FAA is included.	<u>2.9.1</u>				
Requirements for proper stockpiling of materials are included.	<u>2.9.1</u>				
Construction site parking is addressed.	<u>2.9.2.1</u>				
Construction equipment parking is addressed.	<u>2.9.2.2</u>				
Access and haul roads are addressed.	<u>2.9.2.3</u>				
A requirement for marking and lighting of vehicles to comply with <i>AC 150/5210-5, Painting, Marking and Lighting of Vehicles Used on an Airport</i> , is included.	<u>2.9.2.4</u>				
Proper vehicle operations, including requirements for escorts, are described.	<u>2.9.2.5, 2.9.2.6</u>				
Training requirements for vehicle drivers are addressed.	<u>2.9.2.7</u>				
Two-way radio communications procedures are described.	<u>2.9.2.9</u>				
Maintenance of the secured area of the airport is addressed.	<u>2.9.2.10</u>				
<b>Wildlife Management</b>					
The airport operator's wildlife management procedures are addressed.	<u>2.10</u>				



Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
<b>Foreign Object Debris Management</b>					
The airport operator's FOD management procedures are addressed.	<u>2.11</u>				
<b>Hazardous Materials Management</b>					
The airport operator's hazardous materials management procedures are addressed.	<u>2.12</u>				
<b>Notification of Construction Activities</b>					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	<u>2.13</u>				
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	<u>2.13.1</u>				
A list of local ATO/Technical Operations personnel is included.	<u>2.13.1</u>				
A list of ATCT managers on duty is included.	<u>2.13.1</u>				
A list of authorized representatives to the OCC is included.	<u>2.13.2</u>				
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	<u>2.8, 2.13.2, 2.18.3.3.9</u>				
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	<u>2.13.2</u>				
Emergency notification procedures for medical, fire fighting, and police	<u>2.13.3</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	<u>2.13.4</u>				
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	<u>2.13.5</u>				
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	<u>2.13.5.3.2</u>				
<b>Inspection Requirements</b>					
Daily and interim inspections by both the airport operator and contractor are specified.	<u>2.14.1, 2.14.2</u>				
Final inspections at certificated airports are specified when required.	<u>2.14.3</u>				
<b>Underground Utilities</b>					
Procedures for protecting existing underground facilities in excavation areas are described.	<u>2.15</u>				
<b>Penalties</b>					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	<u>2.16</u>				
<b>Special Conditions</b>					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	<u>2.17</u>				
<b>Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs</b>					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	<u>2.18.1</u>				
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	<u>2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with <u>AC 150/5340-1</u> , <i>Standards for Airport Markings</i> , is specified.	<u>2.18.2</u>				
Detailed specifications for materials and methods for temporary markings are provided.	<u>2.18.2</u>				
The requirement for lighting to conform to <u>AC 150/5340-30</u> , <i>Design and Installation Details for Airport Visual Aids</i> ; <u>AC 150/5345-50</u> , <i>Specification for Portable Runway and Taxiway Lights</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.3</u>				
The use of a lighted X is specified where appropriate.	<u>2.18.2.1.2</u> , <u>2.18.3.2</u>				
The requirement for signs to conform to <u>AC 150/5345-44</u> , <i>Specification for Runway and Taxiway Signs</i> ; <u>AC 150/5340-18</u> , <i>Standards for Airport Sign Systems</i> ; and <u>AC 150/5345-53</u> , <i>Airport Lighting Certification Program</i> , is specified.	<u>2.18.4</u>				
<b>Marking and Signs For Access Routes</b>					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to <u>AC 150/5340-18</u> and, to the extent practicable, with the MUTCD and/or State highway specifications.	<u>2.18.4.2</u>				
<b>Hazard Marking and Lighting</b>					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	<u>2.20.1</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	<u>2.20.1</u>				
The CSPP considers less obvious construction-related hazards.	<u>2.20.1</u>				
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	<u>2.20.2.1</u>				
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	<u>2.20.2.1</u>				
Red lights meeting the luminance requirements of the State Highway Department are specified.	<u>2.20.2.2</u>				
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	<u>2.20.2.3</u>				
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	<u>2.20.2.3</u>				
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	<u>2.20.2.5</u>				
Markings for temporary closures are specified.	<u>2.20.2.5</u>				
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	<u>2.20.2.7</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
<b>Work Zone Lighting for Nighttime Construction</b>					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	<u>2.21</u>				
<b>Protection of Runway and Taxiway Safety Areas</b>					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	<u>2.22.1.1</u> , <u>2.22.3.1</u>				
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	<u>2.22.1.2</u> , <u>2.22.3.2</u>				
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	<u>2.22.3.3</u>				
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	<u>2.22.1.4</u>				
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	<u>2.22.1.4</u>				
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	<u>2.22.1.4</u>				
Grading and soil erosion control to maintain RSA/TSA standards are	<u>2.22.3.5</u>				

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	<u>2.22.2</u>				
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	<u>2.22.3</u>				
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	<u>2.22.4</u>				
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	<u>2.22.4.3.6</u>				
Provisions for protection of runway approach/departure areas and clearways are included.	<u>2.22.6</u>				
<b>Other Limitations on Construction</b>					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	<u>2.23.1.2</u>				
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	<u>2.23.1.3</u>				

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REFERENCE 2: CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST



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## APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

**Table D-1. Potentially Hazardous Conditions**

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

<b>Item</b>	<b>Action Required (Describe)</b>	<b>No Action Required (Check)</b>
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

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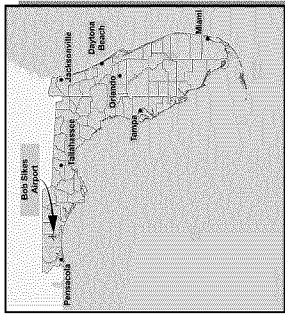
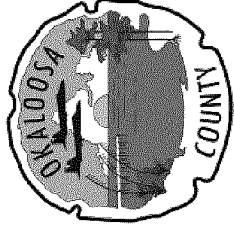
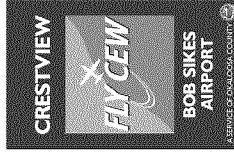
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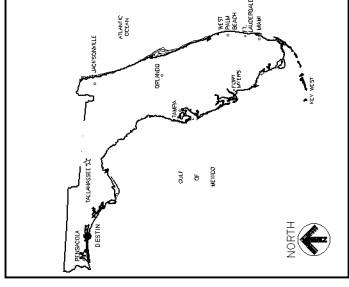
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## AIRFIELD SIGNAGE IMPROVEMENTS

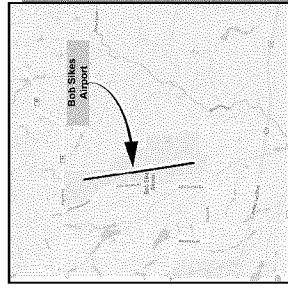
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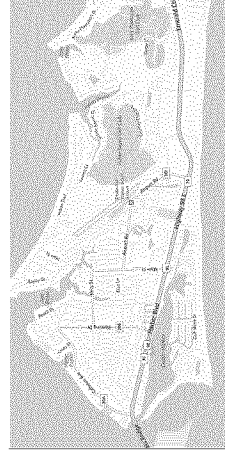
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N.T.S.



LOCATION MAP - DTS  
N.T.S.



VICINITY MAP - CEW  
N.T.S.



VICINITY MAP - DTS  
N.T.S.



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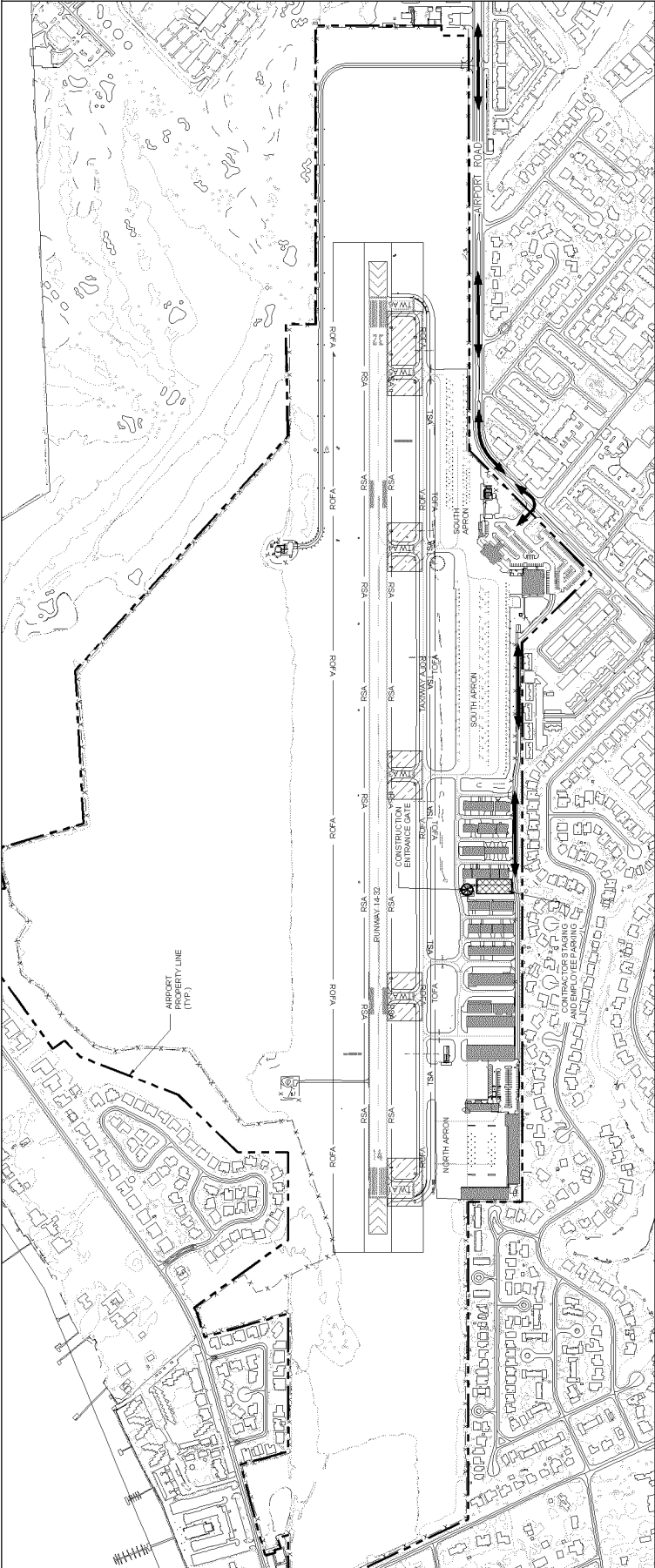
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NO.	DESCRIPTION

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DESIGNED BY:      DATE:  
CHECKED BY:      DATE:  
PROJECT NUMBER:  
JOB NUMBER:  
DATE: 19/15/2004  
SHEET TITLE:  
C:\PROJ\1915-004\1915-004.DWG

**CONTRACT  
LAYOUT PLAN  
AND GENERAL  
NOTES - DTS**



- 5. **CONSTRUCTION LIMITS AND FLAGMEN:** ALL CONTRACTOR VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION LIMITS OR HAUL ROUTES. ABSOLUTELY NO FLAGMEN SHALL BE PROVIDED AT ALL TIMES WHERE EITHER CONSTRUCTION ACCESS IS REQUIRED THROUGH A DESIGNATED GATE.
- 6. **PERMITS:** IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS AND TO MAINTAIN THEM THROUGHOUT THE CONSTRUCTION PERIOD.
- 7. **CONTRACTOR STAGING AND EMPLOYEE PARKING:** THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING CONSTANT COORDINATION BETWEEN THE SUBCONTRACTORS AND THE OWNERS REPRESENTATIVE. ALL CONSTRUCTION ACTIVITIES FRANKED BY THE CONTRACTOR SHALL BE REMOVED TO THE APPOINTED EMPLOYEE PARKING AREAS. ALL MATERIALS TO BE REMOVED FROM AIRPORT PROPERTY AND DISPOSAL OF.
- 8. **UTILITIES:** IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND PROTECT ANY PUBLIC UTILITIES THAT ARE ADJACENT TO THE WORK AREA. ALL UTILITIES SHALL BE PROTECTED AND DAMAGES REPAIRED EXPEDITIOUSLY AT THE CONTRACTORS EXPENSE AT NO ADDITIONAL COST TO THE OWNER.
- 9. **EMPLOYEE PARKING:** CONTRACTOR EMPLOYEE PARKING SHALL BE IN THE AREAS DESIGNATED FOR EMPLOYEE PARKING. CONTRACTOR EMPLOYEE PARKING SHALL BE LOCKED FOR CONSTRUCTION. ACCESS GATE IN THE AREA, NO CONTRACTOR EMPLOYEE PERSONAL VEHICLES WILL BE ALLOWED OUTSIDE OF THE DESIGNATED AREAS SHOWN ON THIS PLAN.
- 10. **ACCESS:** THE CONTRACTOR SHALL ACCESS THE SITE THROUGH THE EXISTING GARDEN GATE AT THE LOCATION SHOWN ON THIS SHEET. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF THIS GATE THROUGHOUT THE CONSTRUCTION. ACCESS GATE SHALL BE EITHER CLOSED AND LOCKED OR MANAGED BY A CONTRACTOR EMPLOYEE AT ALL TIMES. ANY SUBCONTRACTOR OR MATERIAL EQUIPMENT ENTERING OR LEAVING THE SITE SHALL BE ACCOUNTED FOR AND OFF OF THE AIRFIELD BY A REPRESENTATIVE OF THE PRIME CONTRACTOR.
- 11. **GENERAL CONTRACT NOTES:**

**GENERAL CONTRACT NOTES**

- HAUL ROUTES: LOCATION OF HAUL ROUTES ON THE AIRPORT SITE SHALL BE AS SPECIFIED ON THE PLANS OR AS APPROVED BY THE OWNERS REPRESENTATIVE. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND TO MAINTAIN THEM THROUGHOUT THE CONSTRUCTION PERIOD.
- CONSTRUCTION: CONTRACTOR SHALL BE LEGALLY RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES THAT ARE ADJACENT TO THE WORK AREA. ALL UTILITIES SHALL BE PROTECTED AND DAMAGES REPAIRED EXPEDITIOUSLY AT THE CONTRACTORS EXPENSE AT NO ADDITIONAL COST TO THE OWNER.
- PROTECTION AND REPAIR OF EXISTING UTILITIES: CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES THAT ARE ADJACENT TO THE WORK AREA. ALL UTILITIES SHALL BE PROTECTED AND DAMAGES REPAIRED EXPEDITIOUSLY AT THE CONTRACTORS EXPENSE AT NO ADDITIONAL COST TO THE OWNER.
- PROTECTION AND REPAIR OF EXISTING UTILITIES: CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES THAT ARE ADJACENT TO THE WORK AREA. ALL UTILITIES SHALL BE PROTECTED AND DAMAGES REPAIRED EXPEDITIOUSLY AT THE CONTRACTORS EXPENSE AT NO ADDITIONAL COST TO THE OWNER.















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DATE PUBLISHED: JUNE 2022  
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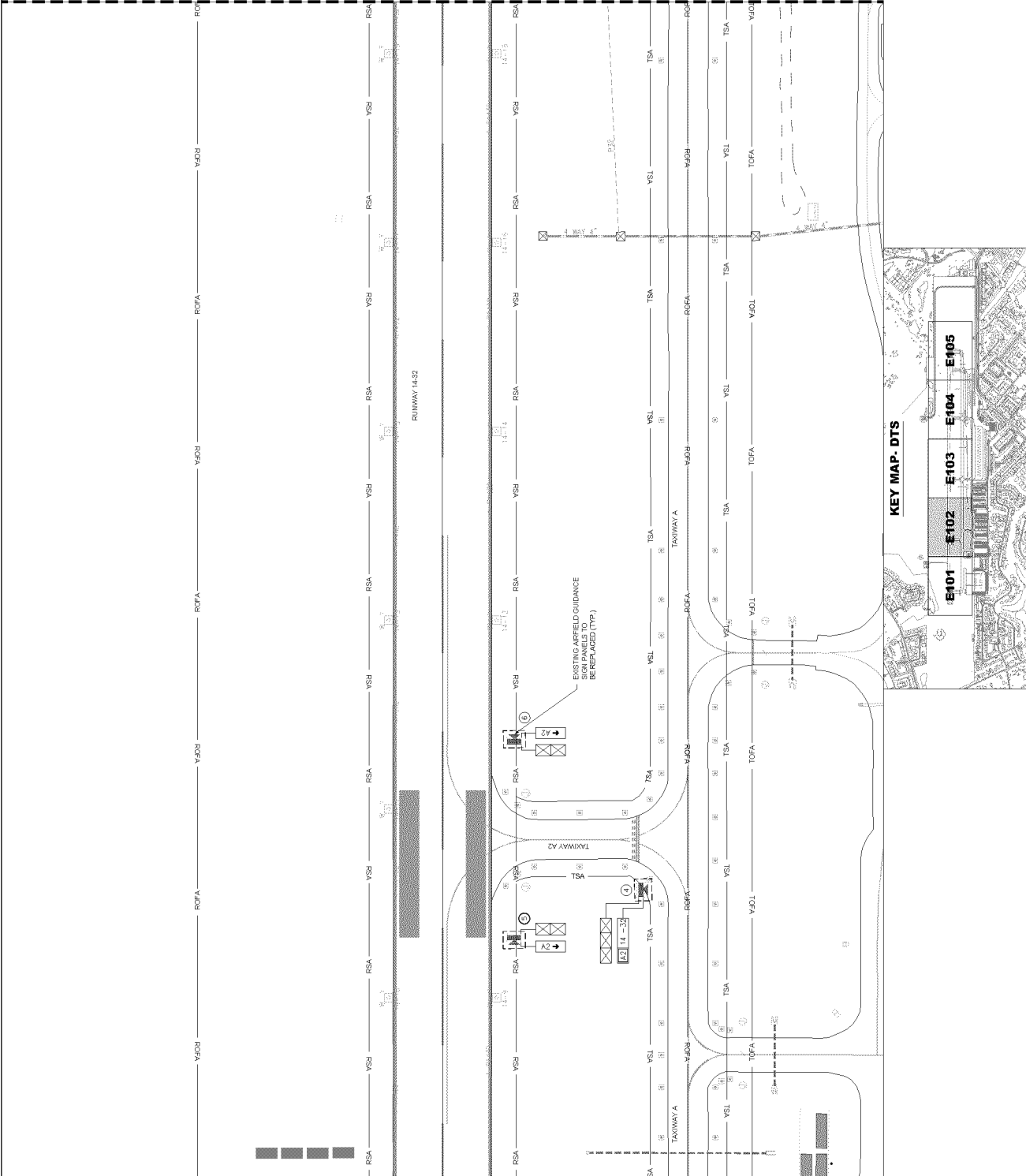
SHEET NUMBER

**E102**

DOCUMENTS

**NOTES**

- COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEET G06.
- SEE SHEET E103 FOR SIGNAGE SCHEDULE AT DTS.
- CONTRACTOR TO PROVIDE PDS FOR ALL PDS. PDS MUST TEMPORARILY REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THIS WORK SHALL BE INCIDENTAL TO THE TEMPORARY SIGNAGE ITEMS.
- SEE SHEET E000 FOR LEGEND, NOTES AND ABBREVIATIONS.









**QUESTIONS?**  
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CRESTVIEW, FLORIDA

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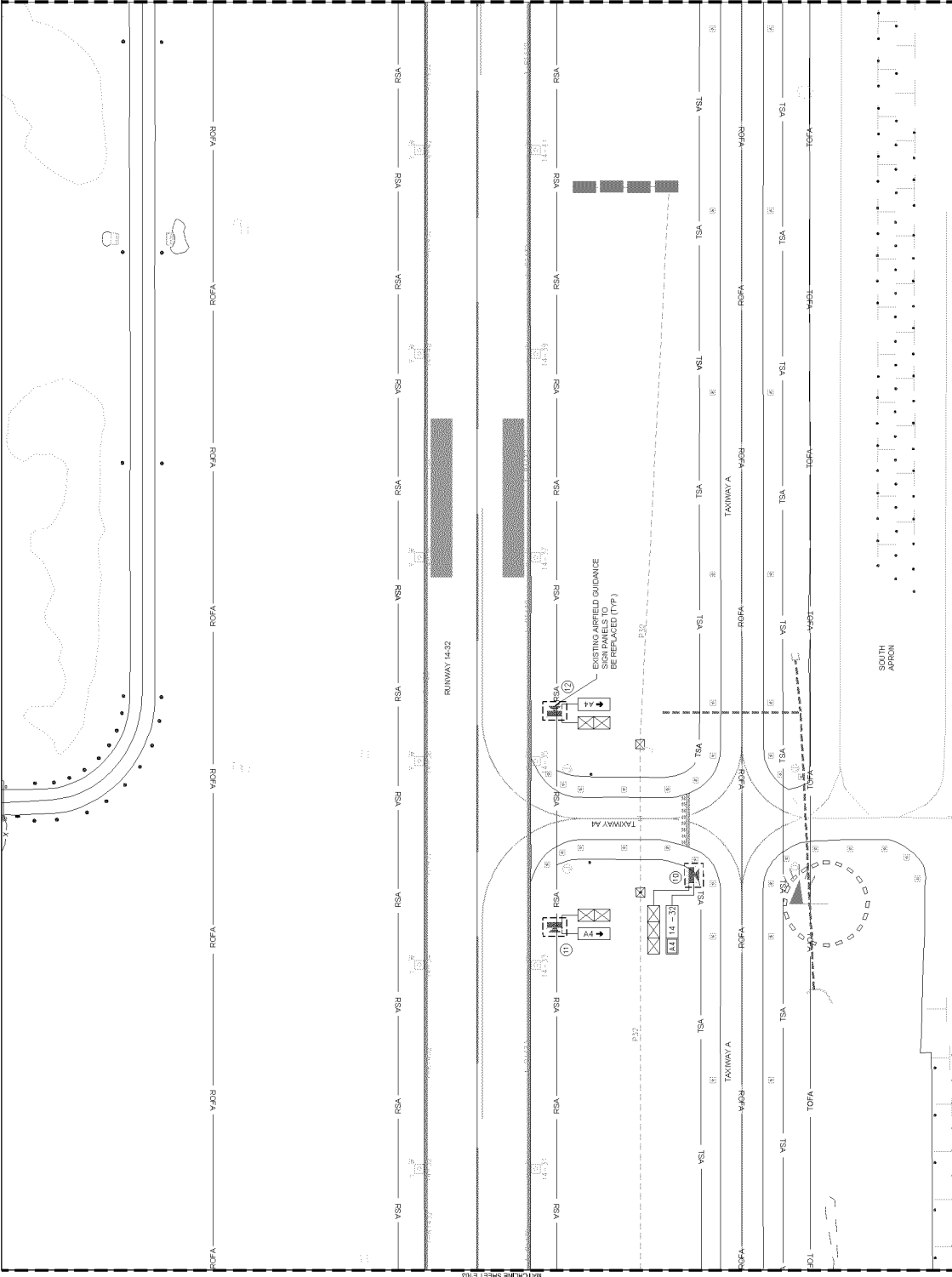
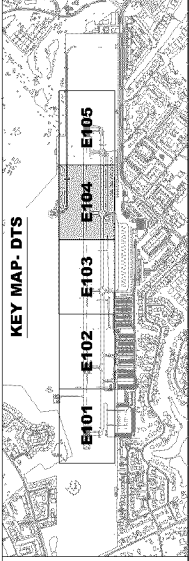
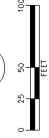
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**AIRFIELD SIGNAGE LAYOUT DTS (4 OF 5)**

**NOTES**

1. COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEET G-05.
2. SEE SHEET E103 FOR STORAGE SCHEDULE AT DTS.
3. CONTRACTOR TO PROVIDE PERMITS AND AESTHETIC IMPROVEMENTS REQUIRED TO MAINTAIN THE TAXIWAY AND TANKWAY CIRCUIT CONTINUITY. THE COST OF THIS WORK SHALL BE INCIDENTAL TO THE TANKWAY SIGN TYPING AGREEMENT.
4. SEE SHEET E000 FOR LEGEND, NOTES AND ABBREVIATIONS.







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AIRFIELD SIGNAGE  
 IMPROVEMENTS



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 PROJECT NUMBER: 248-1915-004  
 SHEET TITLE: AIRFIELD SIGNAGE IMPROVEMENTS

**AIRFIELD SIGNAGE  
 SCHEDULE  
 DTS**

**SIGN PANEL REPLACEMENTS**

SIGN #	EXISTING LEGEND			PROPOSED LEGEND			QTY. OF MODULES	FAA STYLE	REFERENCE DRAWING	NOTES
	FRONT-A	BACK-B	FRONT-A	BACK-B	FRONT-A	BACK-B				
1	[A1] 14	-	[A1] 14	-	2	2	E101	REPLACE SIGN PANELS		
2	[A1]	-	[A1]	-	270°	2	E101	REPLACE SIGN PANELS		
4	[A2] 14-32	-	[A2] 14-32	-	2	3	E102	REPLACE SIGN PANELS		
5	[A2]	-	[A2]	90°	2	2	E102	REPLACE SIGN PANELS		
6	[A2]	-	[A2]	270°	2	2	E102	REPLACE SIGN PANELS		
7	[A3] 14-32	-	[A3] 14-32	-	2	3	E103	REPLACE SIGN PANELS		
8	[A3]	-	[A3]	90°	2	2	E103	REPLACE SIGN PANELS		
9	[A3]	-	[A3]	270°	2	2	E103	REPLACE SIGN PANELS		
10	[A4] 14-32	-	[A4] 14-32	-	2	3	E104	REPLACE SIGN PANELS		
11	[A4]	-	[A4]	90°	2	2	E104	REPLACE SIGN PANELS		
12	[A4]	-	[A4]	270°	2	2	E104	REPLACE SIGN PANELS		
13	[A5] 14-32	-	[A5] 14-32	-	2	3	E105	REPLACE SIGN PANELS		
14	[A5]	-	[A5]	90°	2	2	E105	REPLACE SIGN PANELS		
15	[A5]	-	[A5]	270°	2	2	E105	REPLACE SIGN PANELS		
17	[A6] 32	-	[A6] 32	-	2	2	E105	REPLACE SIGN PANELS		
18	[A6]	-	[A6]	90°	2	2	E105	REPLACE SIGN PANELS		

**SIGN PANEL COLOR SCHEDULE**

TYPE	COLOR SCHEDULE		SYMBOL
	YELLOW INSCRIPTION AND BORDER ON BLACK BACKGROUND	BLACK INSCRIPTION ON YELLOW BACKGROUND	
L-898L	YELLOW INSCRIPTION AND BORDER ON BLACK BACKGROUND	BLACK INSCRIPTION ON YELLOW BACKGROUND	[A] 14-32
L-898R	WHITE INSCRIPTION WITH BLACK BORDER ON RED BACKGROUND	BLACK INSCRIPTION ON YELLOW BACKGROUND	[A] 32
EXISTING SIGN PANEL	N/A		[A]

**AIRFIELD SIGNAGE NOTES:**

- SEE AIRFIELD SIGNAGE LAYOUT DTS PLAN SHEETS E 01 TO E105 FOR SIGN LOCATIONS AS SEEN IN THE TABLES ON THIS SHEET ARE APPROPRIATE SIGN LOCATIONS TO BE FIELD VERIFIED.
- ANY REVISIONS TO EXISTING SIGNS SHALL BE FIELD VERIFIED. SIGNAGE IS TO BE FIELD VERIFIED AND MARKING SUPPLEMENTS ALL MATERIALS SHALL BE FIELD VERIFIED. ANY REVISIONS TO EXISTING SIGNAGE SHALL BE FIELD VERIFIED AND MARKING SUPPLEMENTS ALL MATERIALS SHALL BE FIELD VERIFIED.
- NEW SIGN PANELS PROVIDED FOR EXISTING SIGNS SHALL BE BY THE ORIGINAL SIGN MANUFACTURER. PROVIDE LETTER OF CERTIFICATION FROM THE MANUFACTURER THAT THE LEGEND REPLACEMENT DOES NOT CHANGE ANY OF THE PERFORMANCE PARAMETERS UNDER WHICH THE SIGN WAS MANUFACTURED. THE NEW SIGN PANEL LEGEND SHALL BE AS INDICATED IN THE CONTRACT DOCUMENTS. NEW SIGN PANELS SHALL BE INSTALLED AND SECURED TO THE EXISTING SIGN IN THE SAME MANNER AS THE ORIGINAL PANELS. LEGEND TEXT, SIZE, AND STYLE SHALL BE IN ACCORDANCE WITH THE EXISTING SIGNAGE. ALL INCIDENTALS REQUIRED FOR A COMPLETE AND OPERATIONAL UNIT SHALL BE PROVIDED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- THE ORIGINAL SIGN MANUFACTURER IS ASKING FOR FIELD SOLUTIONS. THE CONTRACTOR SHALL VERIFY THIS AND INFORM THE ENGINEER OF SIGN IDENTIFICATION FACON ON THE EXISTING SIGN STATES OTHERWISE.



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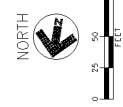
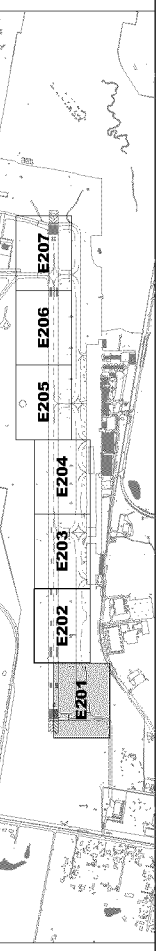
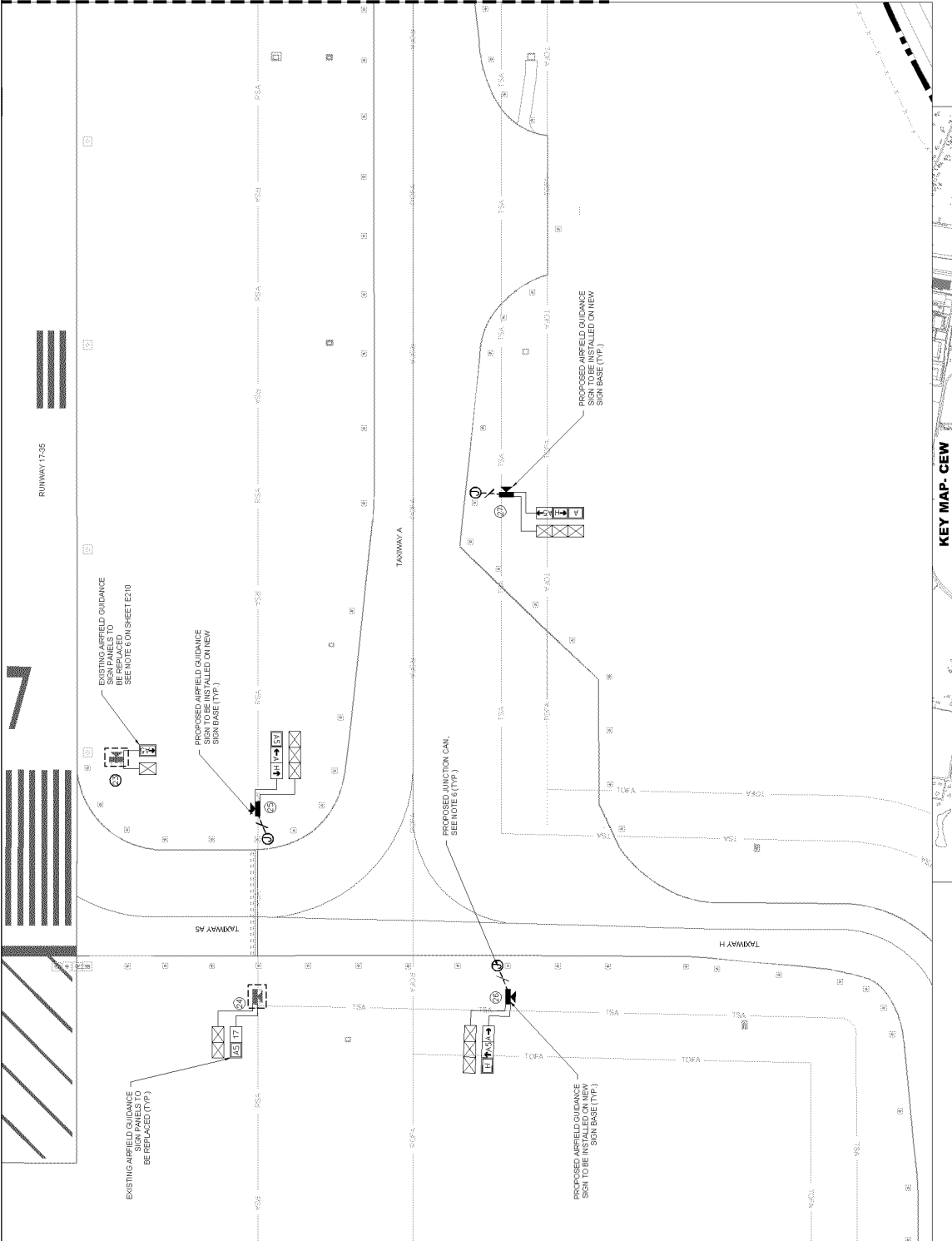
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PROJECT TITLE  
 AIRFIELD SIGNAGE  
 LAYOUT CEW  
 (1 OF 7)

SHEET NUMBER  
 E201  
 DOCUMENTS

## NOTES

- COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEETS 600P-001.
- SEE SHEET E210 FOR SIGNAGE SCHEDULE AT CEW. SEE SHEETS E21-E21F FOR SIGNAGE DETAILS AND NOTES.
- CONTRACTOR TO PROVIDE FIELD SPICE FITS AND TEMPORARY JUMPERS AS REQUIRED TO MAINTAIN THE TAXIWAY AND RUNWAY INCIDENTALS TO THE TEMPORARY WORK ITEMS NOTED.
- SEE SHEET E200 FOR LEGEND, NOTES AND ABBREVIATIONS.
- RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E18 FOR POWER DETAILS AND NOTES.
- CONTRACTOR TO VERIFY AND CONFIRM THE EXISTING ELECTRICAL CIRCUITS SHALL BE RUN FROM NEW JUNCTION CAN TO THE CONTRACTOR'S EQUIPMENT. CONTRACTOR SHALL PROVIDE CONNECTIONS AS DESCRIBED.
- RUNWAY DISTANCE REMAINING SIGN TO BE REPLACED WITH AN IDENTICAL SIGN TO THE EXISTING SIGN TO BE REPLACED. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED, THEN A NEW FOUNDATION FOR THE SIGN SHALL BE INSTALLED. SEE SHEET E214 FOR DETAILS AND NOTES.
- SURFACE LAND CRANE AND EXISTING FOUNDATION SHALL BE REPLACED. SEE SHEET E215 FOR DETAILS AND NOTES.
- PROPOSED RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED, THEN A NEW FOUNDATION FOR THE SIGN SHALL BE INSTALLED. SEE SHEET E212 FOR DETAILS AND NOTES.





BOB SIKES  
AIRPORT

CRESTVIEW, FLORIDA



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SHEET TITLE

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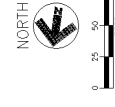
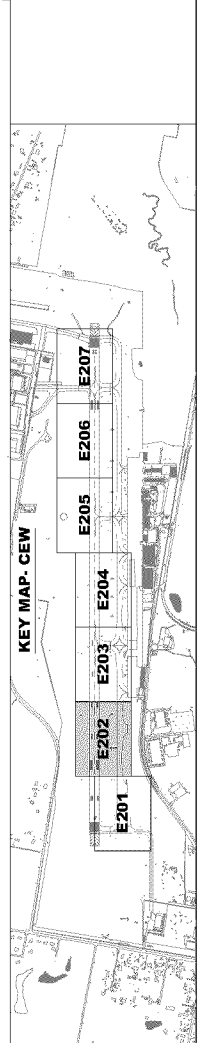
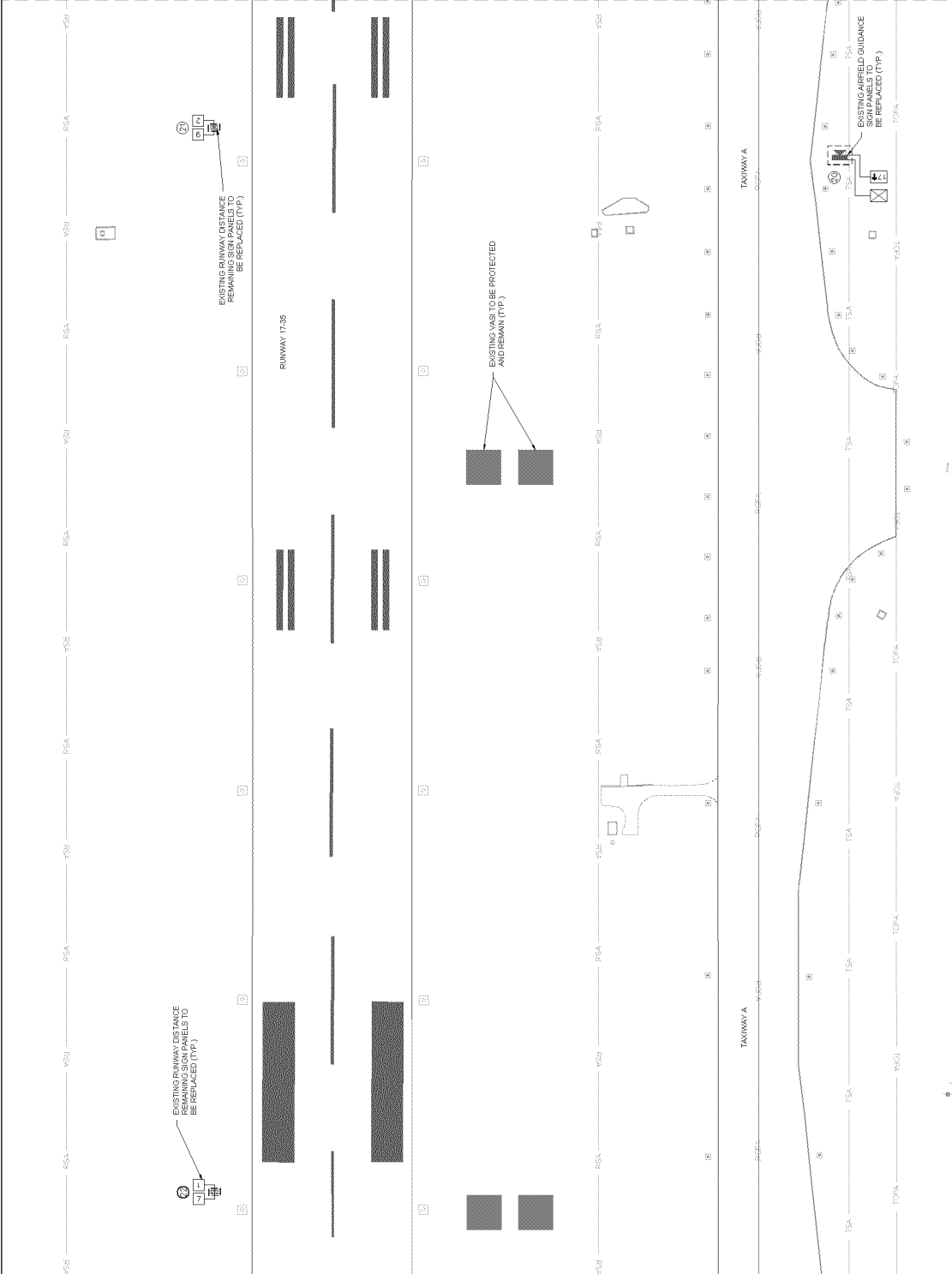
AIRFIELD SIGNAGE  
LAYOUT CEW  
(2 OF 7)

SHEET NUMBER  
**E202**

DOCUMENTS

**NOTES**

- COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEETS 609-0207.
- SEE SHEET E210 FOR SIGNAGE SCHEDULE AT CEW. SEE SHEETS E211-E214 FOR SIGNAGE DETAILS AND NOTES.
- CONTRACTOR TO PROVIDE FIELD SCALE FITS AND TEMPORARY JUMPERS AS REQUIRED TO MAINTAIN THE TAXIWAY AND RUNWAY SURFACE. TEMPORARY JUMPERS SHALL BE INSTALLED TO BE INCIDENT-TO-THE-TEMPORARY WORK ITEMS NOT ITEM A.
- SEE SHEET E200 FOR LEGEND, NOTES AND ABBREVIATIONS.
- RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES.
- CONTRACTOR TO PROVIDE FIELD SCALE FITS AND TEMPORARY JUMPERS AS REQUIRED TO MAINTAIN THE TAXIWAY AND RUNWAY SURFACE. TEMPORARY JUMPERS SHALL BE INSTALLED TO BE INCIDENT-TO-THE-TEMPORARY WORK ITEMS NOT ITEM A.
- RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED, THEN A NEW FOUNDATION FOR THE SIGN SHALL BE INSTALLED. SEE SHEET E214 FOR DETAILS AND NOTES.
- SUPPLEMENTAL AND COME AND EXISTING FOUNDATION SHALL BE REPLACED. SEE SHEET E215 FOR DETAILS AND NOTES.
- PROCESSED RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED, THEN A NEW FOUNDATION FOR THE SIGN SHALL BE INSTALLED. SEE SHEET E214 FOR DETAILS AND NOTES.





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 FAX: (904) 438-1111  
 AIRPORT FACILITIES: 904-929-9297

NO.	REVISIONS	DATE

DATE ISSUED: JUNE 2022  
 REVISED BY: MWT  
 DRAWN BY: SHW  
 CHECKED BY: SHW  
 PROJECT NUMBER: 248-1915-004  
 DATE: 10/15/2020  
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 SHEET TITLE

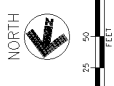
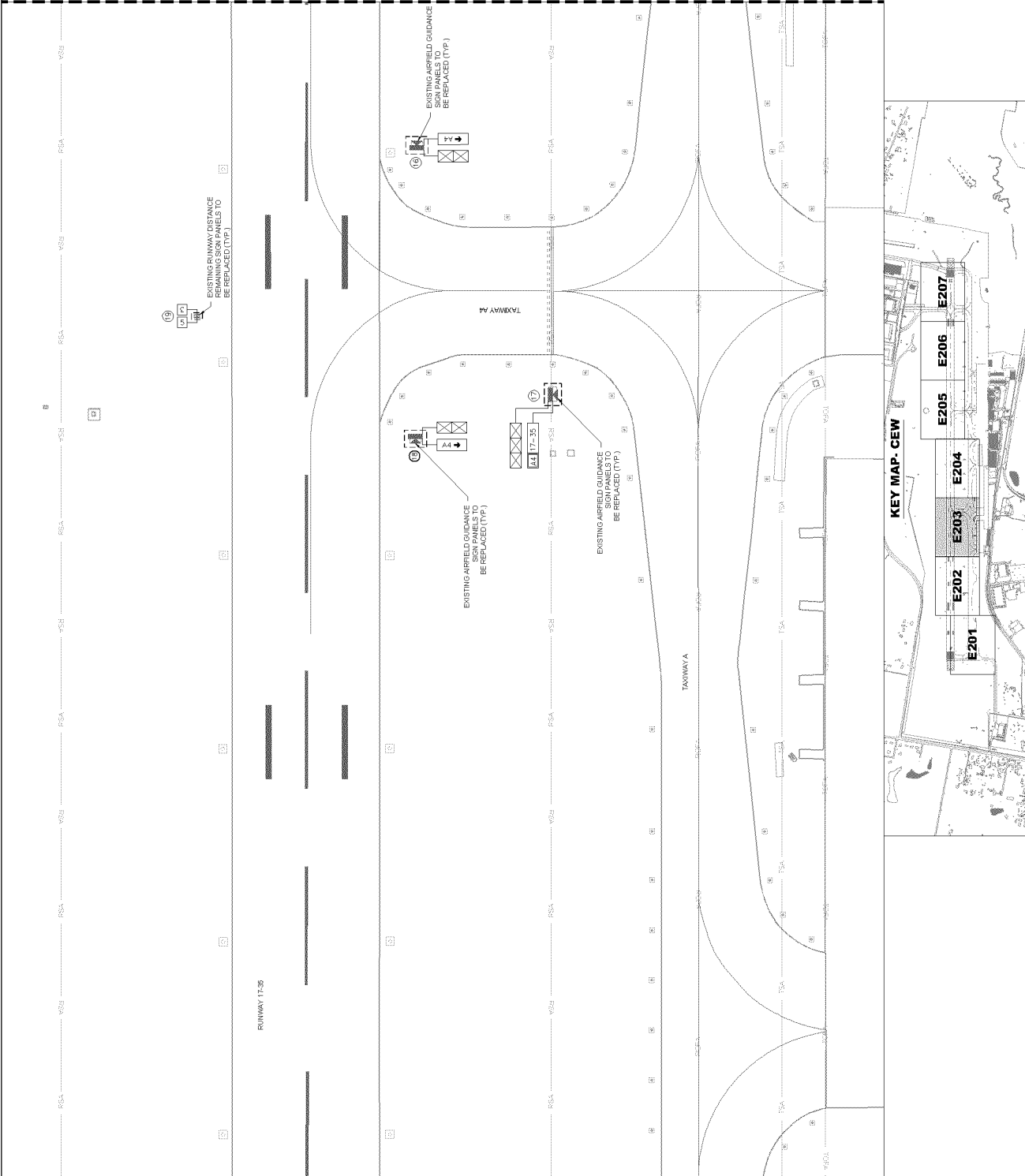
**AIRFIELD SIGNAGE LAYOUT CEW (3 OF 7)**

SHEET NUMBER  
**E203**

DOCUMENTS

**NOTES**

- COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEETS 6050-027.
- SEE SHEET E210 FOR SIGNAGE SCHEDULE AT CEW. SEE SHEETS E211-E214 FOR SIGNAGE DETAILS AND NOTES.
- CONTRACTOR TO PROVIDE FIELD SPICE HITS AND TEMPORARY JUMPEES AS REQUIRED TO MAINTAIN THE TOWWAY AND RUNWAY SURFACE TO THE TEMPORARY WORK ITEMS AND ITEMS INCIDENTAL TO THE TEMPORARY WORK ITEMS.
- SEE SHEET E200 FOR LEGEND, NOTES AND ABBREVIATIONS.
- RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E201 FOR POWER BEHIND NOTES.
- CONTRACTOR TO PROVIDE REMAINING SIGN FOUNDATIONS AS REQUIRED. SIGN FOUNDATIONS SHALL BE CONCRETE. NEW ELECTRICAL CIRCUITS SHALL BE RUN FROM NEW JUNCTION CAN TO THE EXISTING FOUNDATION. CONTRACTOR SHALL PROVIDE CONNECTIONS AS REQUIRED.
- RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E201 FOR POWER BEHIND NOTES. FOUNDATIONS CANNOT BE REUSED. DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED. DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED. REMAINING SIGN SHALL BE INSTALLED. SEE SHEET E212 FOR DETAILS AND NOTES.
- SURFICIAL AND CURB AND EXISTING FOUNDATION SHALL BE REPLACED. SEE SHEET E215 FOR DETAILS AND NOTES.
- PROPOSED RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED, DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED. REMAINING SIGN SHALL BE INSTALLED. SEE SHEET E212 FOR DETAILS AND NOTES.



**KEY MAP - CEW**





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AIRFIELD SIGNAGE IMPROVEMENTS



REVISIONS

NO.	DESCRIPTION	DATE

DATE ISSUED: JUNE 2022  
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 PROJECT NUMBER: 248-1915-004  
 SHEET NUMBER: 6 OF 24  
 SHEET TITLE: AIRFIELD SIGNAGE IMPROVEMENTS

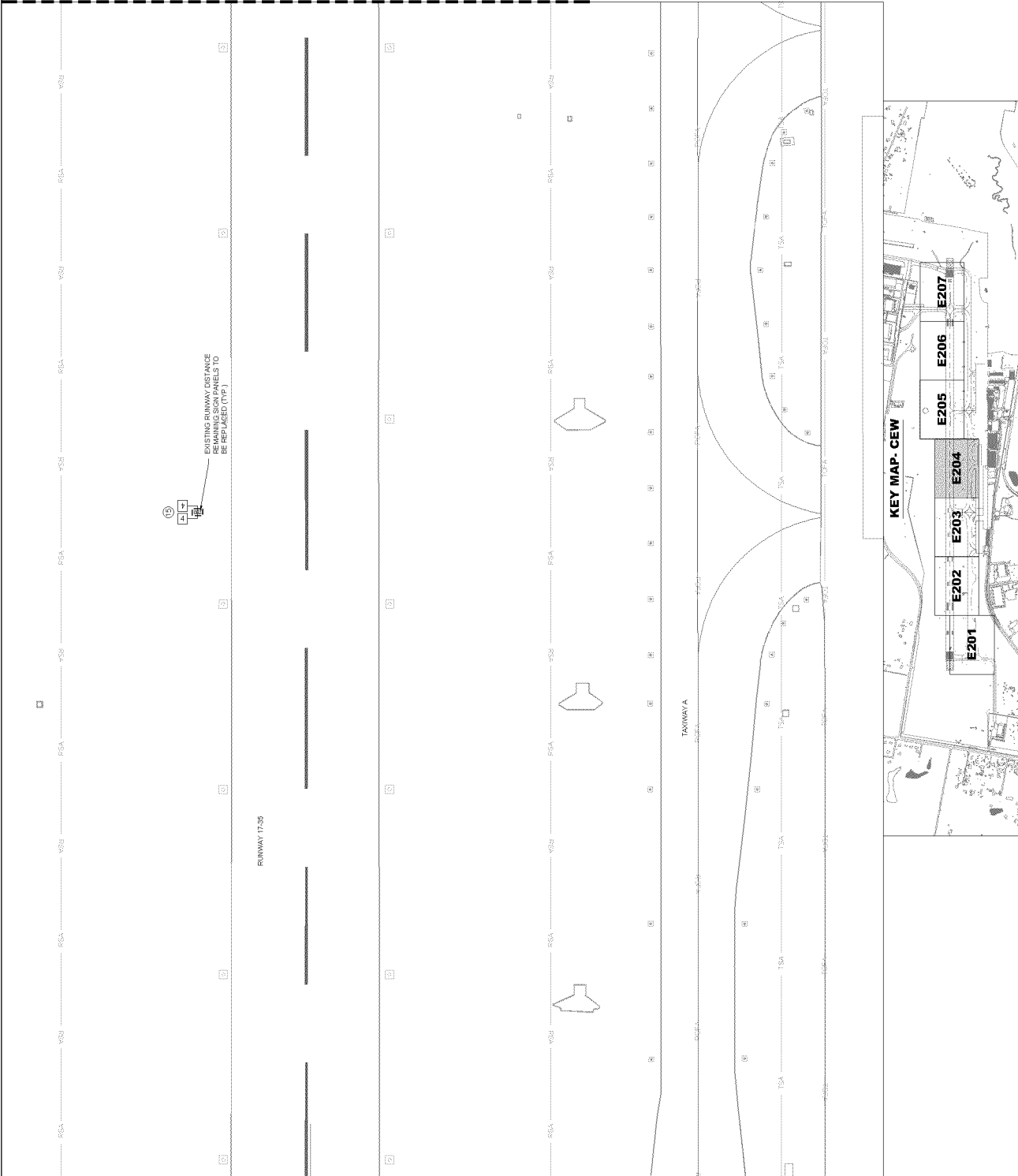
**AIRFIELD SIGNAGE LAYOUT CEW (4 OF 7)**

SHEET NUMBER: **E204**

DOCUMENTS

### NOTES

- COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEETS C030-C07.
- SEE SHEET E210 FOR SIGNAGE SCHEDULE AT CEW. SEE SHEETS E21-E21H FOR SIGNAGE DETAILS AND NOTES.
- CONTRACTOR TO PROVIDE FIELD SCALE FITS AND TEMPORARY JUMPERS AS REQUIRED TO MAINTAIN THE TOWAY AND RUNWAY INCIDENTAL TO THE TEMPORARY WORK ITEMS NOTED.
- SEE SHEET E200 FOR LEGEND, NOTES AND ABBREVIATIONS.
- RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E201 FOR DETAILS AND NOTES.
- CONTRACTOR TO PROVIDE ALL NECESSARY ELECTRICAL CONNECTIONS TO THE RUNWAY DISTANCE REMAINING SIGN. ALL ELECTRICAL CIRCUITS SHALL BE RUN FROM NEW JUNCTION CAN TO THE SIGNAGE FOUNDATION. CONTRACTOR SHALL PROVIDE CONNECTIONS AS REQUIRED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FOUNDATIONAL CONDITIONS AND DETERMINE THAT THE EXISTING FOUNDATION FOR REMAINING SIGN SHALL BE INSTALLED. SEE SHEET E214 FOR DETAILS AND NOTES.
- SUPPLEMENTAL AND COME AND EXISTING FOUNDATION SHALL BE REPLACED. SEE SHEET E215 FOR DETAILS AND NOTES.
- PROPOSED RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION FOR REMAINING SIGN SHALL BE INSTALLED. SEE SHEET E214 FOR DETAILS AND NOTES.



DATE: 06/20/2022 10:10 AM PROJECT: 248-1915-004 SHEET: E204 OF 24





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REVISIONS

NO	DESCRIPTION	DATE

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DRAWN BY: SHW  
DESIGNED BY: SHW  
PROJECT NUMBER:  
248-1915-004  
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AIRFIELD  
SIGNAGE  
LAYOUT CEW  
(6 OF 7)

SHEET NUMBER  
**E206**

DOCUMENTS

NOTES

- COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEETS 608P-067.
- SEE SHEET E210 FOR SIGNAGE SCHEDULE AT CEW. SEE SHEETS E21-E214 FOR SIGNAGE DETAILS AND NOTES.
- CONTRACTOR TO PROVIDE FIELD SLOPE WELLS AND TEMPORARY JUMPERS AS REQUIRED TO MAINTAIN THE TOURNAY AND RUNWAY BOUNDARIES AND TO PROVIDE TEMPORARY EROSION CONTROL INCIDENTAL TO THE TEMPORARY WORK ITEMS IDENTIFIED.
- SEE SHEET E200 FOR LEGEND, NOTES AND ABBREVIATIONS.
- FORWARD DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES.
- FORWARD DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES.
- CONTRACTOR SHALL VERIFY ALL EXISTING FOUNDATION REMAINS SOUND AND ADEQUATE FOR THE REMAINING SIGN. CONTRACTOR SHALL PROVIDE CONNECTIONS AS REQUIRED.
- FORWARD DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES.
- IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION IS NOT ADEQUATE FOR THE REMAINING SIGN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FOUNDATION FOR THE REMAINING SIGN. SEE SHEET E214 FOR DETAILS AND NOTES.
- SUPPLEMENTAL WELLS AND EROSION CONTROL SHALL BE INSTALLED AS REQUIRED. SEE SHEET E215 FOR DETAILS AND NOTES.
- PROPOSED RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION IS NOT ADEQUATE FOR THE REMAINING SIGN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE FOUNDATION FOR THE REMAINING SIGN. SEE SHEET E212 FOR DETAILS AND NOTES.

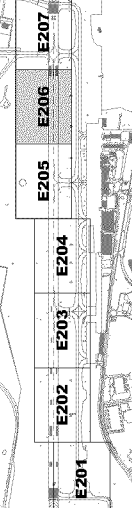
MATCHLINE SHEET E207

EXISTING VASI TO BE PROTECTED AND REPAIR (17')

PROPOSED RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE NOTE 9

RUNWAY 71-55

KEY MAP - CEW



Drawing: 10/24/2022 10:00:00 AM 248-1915-004-Key Map - CEW - E206.dwg Date Plotted: 06/28/2022 10:00:00 AM Plot Scale: 1/1 Plot Style: None



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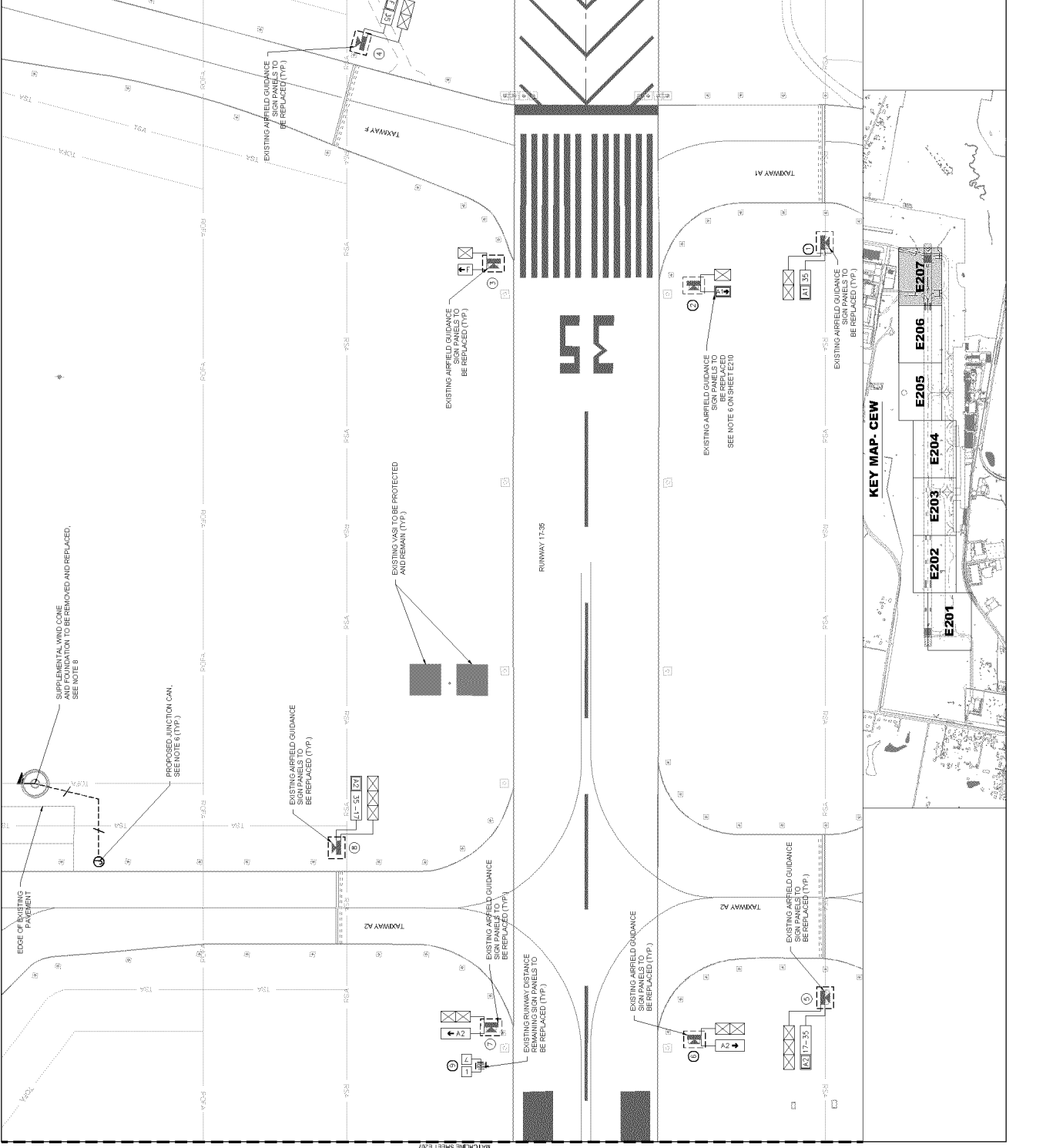
ARFIELD SIGNAGE IMPROVEMENTS

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DATE ISSUED: JUNE 2022  
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 DRAWN BY: SHW  
 CHECKED BY: SHW  
 PROJECT NUMBER: 248-1915-004  
 SHEET TITLE: AIRFIELD SIGNAGE LAYOUT CEW (7 OF 7)  
 SHEET NUMBER: E207

BID NO. 248-1915-004  
 DOCUMENTS

- NOTES**
- COORDINATE SIGNAGE IMPROVEMENTS WITH THE PHASING PLAN ON SHEETS 600-0007.
  - SEE SHEET E210 FOR SIGNAGE SCHEDULE AT CEW. SEE SHEETS E21-E21H FOR SIGNAGE DETAILS AND NOTES.
  - CONTRACTOR TO PROVIDE FIELD SPICE FITS AND TEMPORARY JUMPER AS REQUIRED TO MAINTAIN THE TOWWAY AND RUNWAY SURF. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF INCIDENTAL TO THE TEMPORARY WORK ITEMS AND ITEMS.
  - SEE SHEET E200 FOR LEGEND, NOTES AND ABBREVIATIONS.
  - RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES.
  - CONTRACTOR TO PROVIDE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES. CONTRACTOR SHALL PROVIDE CONNECTIONS AS REQUIRED.
  - RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. SEE SHEET E210 FOR DETAILS AND NOTES. CONTRACTOR SHALL PROVIDE CONNECTIONS AS REQUIRED. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED, THEN A NEW FOUNDATION FOR THE SIGN SHALL BE INSTALLED. SEE SHEET E214 FOR DETAILS AND NOTES.
  - SUPPLEMENTAL WIND CONE AND FOUNDATION SHALL BE REPLACED. SEE SHEET E214 FOR DETAILS AND NOTES.
  - PROPOSED RUNWAY DISTANCE REMAINING SIGN TO BE INSTALLED ON EXISTING FOUNDATION. IF THE CONTRACTOR AND OWNER DETERMINE THAT THE EXISTING FOUNDATION CANNOT BE REUSED, THEN A NEW FOUNDATION FOR THE SIGN SHALL BE INSTALLED. SEE SHEET E214 FOR DETAILS AND NOTES.





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AIRFIELD SIGNAGE  
 IMPROVEMENTS

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REVISED: JUNE 2022  
 DRAWN BY: **SKW**  
 DESIGNED BY: **SKW**  
 CHECKED BY: **WST**  
 DATE: 2/8/19/SCW  
 SHEET TITLE: AIRFIELD SIGNAGE SCHEDULE CEW

**SIGN PANEL REPLACEMENTS**

SIGN #	EXISTING LEGEND		PROPOSED LEGEND		ARROW DIRECTION		FAA STYLE	QTY. OF MODULES	REFERENCE DRAWING	NOTES
	FRONT-A	BACK-B	FRONT-A	BACK-B	FRONT-A	BACK-B				
1	A 35	-	A1 35	-	90°	-	3	E207	REPLACE SIGN PANELS	
2	A →	-	A1 →	-	270°	-	3	E207	REPLACE SIGN PANELS	
3	A 35	-	F 35	-	270°	-	2	E207	REPLACE SIGN PANELS	
4	A2 17-35	-	F 35	-	90°	-	3	E207	REPLACE SIGN PANELS	
5	A2 →	-	A2 17-35	-	270°	-	2	E207	REPLACE SIGN PANELS	
6	A2 →	-	A2 →	-	270°	-	3	E207	REPLACE SIGN PANELS	
7	A2 35-17	-	A2 35-17	-	270°	-	3	E207	REPLACE SIGN PANELS	
8	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
9	A3 17-35	-	A3 17-35	-	90°	-	2	E205	REPLACE SIGN PANELS	
10	A3 →	-	A3 →	-	270°	-	3	E205	REPLACE SIGN PANELS	
11	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
12	A3 17-35	-	A3 17-35	-	90°	-	2	E205	REPLACE SIGN PANELS	
13	A3 →	-	A3 →	-	270°	-	3	E205	REPLACE SIGN PANELS	
14	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
15	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
16	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
17	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
18	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
19	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
20	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
21	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
22	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
23	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	
24	A3 17-35	-	A3 17-35	-	270°	-	3	E205	REPLACE SIGN PANELS	

**PROPOSED SIGN SCHEDULE**

SIGN #	PROPOSED LEGEND		ARROW DIRECTION		CIRCUITING	FAA SIZE	LOCATION			REFERENCE DRAWING	NOTES
	FRONT-A	BACK-B	FRONT-A	BACK-B			NORTHING	EASTING	E206		
10	A 6	2	-	-	1799874.81	6420299.61	E206	NEW RUNWAY DISTANCE REMAINING SIGN			
25	A5 A H →	-	270°   0°	-	1799607.03	6420297.79	E201	NEW TAXIWAY GUIDANCE SIGN			
26	H A A A →	-	0°   90°	-	1799881.76	6423297.47	E201	NEW TAXIWAY GUIDANCE SIGN			
27	A H A A →	-	270°   90°	-	1799607.03	6420297.79	E201	NEW TAXIWAY GUIDANCE SIGN			

\*SEE NOTE ON THIS SHEET.

**AIRFIELD SIGNAGE NOTES:**

- SEE AIRFIELD SIGNAGE LAYOUT DRAWING SHEETS E200 TO E207 FOR SIGN LOCATIONS. SIGN LOCATIONS AS SEEN IN THE TABLES ON THIS SHEET ARE APPROXIMATE. SIGN LEGISLATION SHALL BE FIELD VERIFIED.
- ALL SIGNAGE SHALL BE MANUFACTURED BY THE ORIGINAL MANUFACTURER UNLESS OTHERWISE INDICATED. ALL SIGNAGE SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL. NEW SIGN PANELS SHALL BE PURCHASED FROM THE ORIGINAL MANUFACTURER OF THE SIGN IN WHICH THE NEW PANELS ARE TO BE INSTALLED.
- SCHEDULING OF DISTURBED AREAS SHALL BE INCLUSIVE OF THE NEW GUIDANCE SIGN AND RUNWAY DISTANCE REMAINING SIGN (ITEMS L-125.5 AND L-125.6, RESPECTIVELY).
- NEW SIGN PANELS PROVIDED FOR EXISTING SIGNS SHALL BE BY THE ORIGINAL SIGN MANUFACTURER. PROVIDE LETTER OF CERTIFICATION FROM THE MANUFACTURER THAT THE LEGEND REPLACEMENT DOES NOT CHANGE ANY OF THE PERFORMANCE PARAMETERS UNDER WHICH THE SIGN WAS MANUFACTURED. THE LEGEND REPLACEMENT SHALL BE OF THE SAME MATERIAL, MANUFACTURE, LEGEND TEXT, SIZE AND STYLE AS THE ORIGINAL. MATERIALS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL. NEW SIGN PANELS SHALL BE PURCHASED FROM THE ORIGINAL MANUFACTURER OF THE SIGN IN WHICH THE NEW PANELS ARE TO BE INSTALLED AND SECURED TO THE EXISTING SIGN IN THE SAME MANNER AS THE ORIGINAL PANELS. LEGEND TEXT, SIZE AND STYLE SHALL BE IDENTICAL TO THE ORIGINAL PANELS. ALL INSTRUCTIONS REQUIRED FOR A COMPLETE AND OPERATIONAL UNIT SHALL BE PROVIDED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- SIGN NUMBER 2 AND 25 ARE UNIMAGINE SIGNS MANUFACTURED IN 2008 BY STANDARD SIGNS, INC. CONTRACTOR SHALL VERIFY NEW SIGN PANELS SHOWN IN THE TABLE ABOVE FIT THE CURRENT SIGN. IF NEW PANELS WILL NOT FIT THE CURRENT SIGN, CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE EXISTING SIGN AND FOUNDATION SHALL BE REMOVED AND REPLACED WITH A NEW SIGN AND NEW SIGN FOUNDATION.
- UNLESS NOTED OTHERWISE, THE SIGNS ARE UNIMAGINE SIGNS. CONTRACTOR SHALL VERIFY NEW SIGN PANELS SHOWN IN THE TABLE ABOVE FIT THE CURRENT SIGN. CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE NEW SIGN PANELS WILL NOT FIT THE CURRENT SIGN.

**SIGN PANEL COLOR SCHEDULE**

TYPE	COLOR SCHEDULE	SYMBOL
L-655L	YELLOW INSCRIPTION AND BORDER ON BLACK BACKGROUND	A
L-655R	WHITE INSCRIPTION WITH BLACK BORDER ON RED BACKGROUND	17-35
L-655Y	BLACK INSCRIPTION ON YELLOW BACKGROUND	A →
L-655B	WHITE INSCRIPTION ON BLACK BACKGROUND	1
EXISTING SIGN PANEL	N/A	A



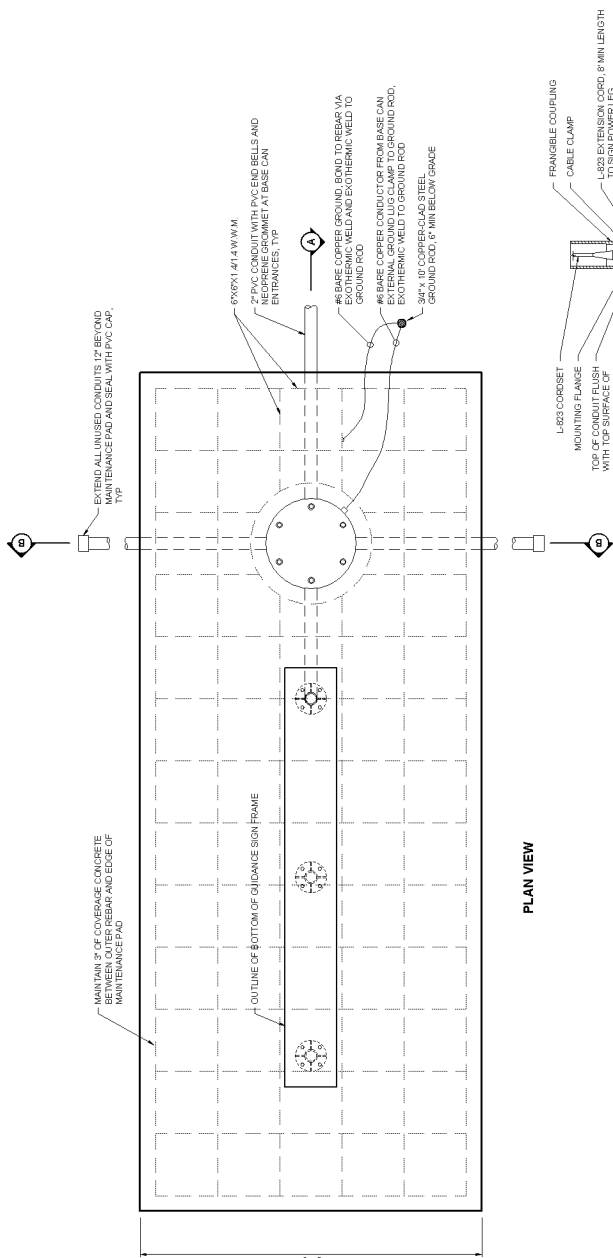
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DATE PUBLISHED: JUNE 2022  
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 APPROVED BY: SHW  
 PROJECT NUMBER: 208-1915-00M  
 SHEET TITLE: SIGNAGE DETAILS CEW (1 OF 2)  
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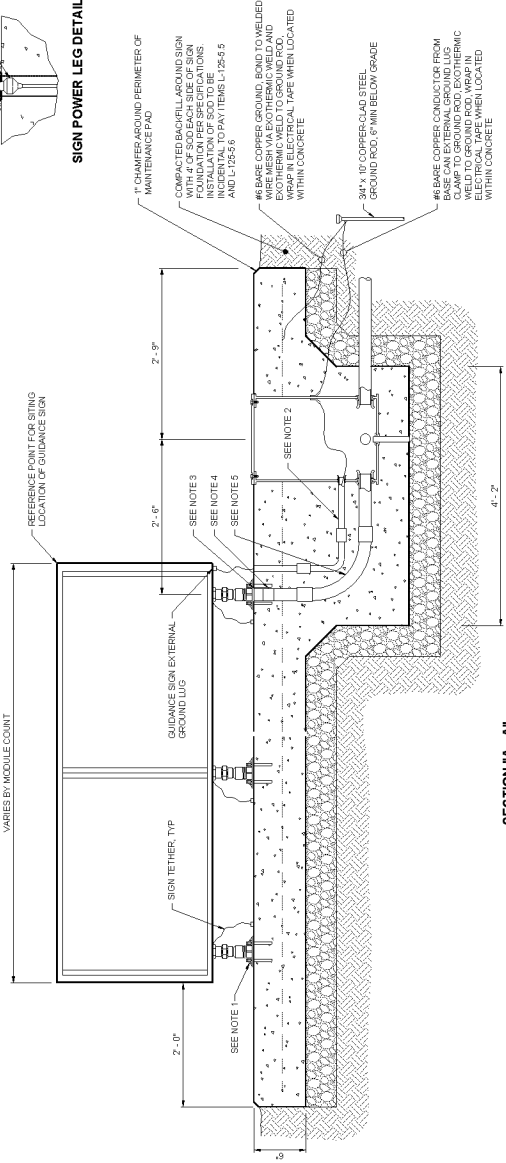
**GUIDANCE SIGN NOTES**

- 2" GALVANIZED FLANGE WITH FRANGIBLE COUPLING, ANCHOR BOLTS PER MANUFACTURER'S RECOMMENDATION.
- 1 1/2" PVC WITH #6 GREEN INSULATED GROUND WIRE TO LIGHT BASE INTERNAL GROUND LUG, COORDINATE LOCATION OF CONDUIT WITH GUIDANCE SIGN AND LUGS. FILL WITH CONDUIT SEALER AFTER GROUND WIRE INSTALLATION.
- 3/4" DIA. 2" DEEP LUBR8 BASE CAN WITH FRANGIBLE COUPLING AT CABLE ENTRANCE OF GUIDANCE SIGN. INSTALL CABLE CLAMP FOR SECONDARY CONNECTOR AT JUNCTION OF FRANGIBLE COUPLING AND 2" THREADED ORS. SET TOP OF THREADED ORS COUPLING AT FINISHED GRADE OF CONCRETE.
- 2" EXTENDED THREADED PVC COUPLING.
- 2" PVC COUPLING AND 2" THREADED ORS COUPLING REFERENCED IN NOTE 1 SHALL BE INSTALLED TO TOP OF SIGN. 2" PVC COUPLING REFERENCED WITH 2" PVC COUPLINGS ON EACH END.
- COUNTERPOISE ASSOCIATED WITH INCOMING CONDUIT TO GUIDANCE SIGN SHALL NOT BE BONDED TO GUIDANCE SIGN BASE CAN. TERMINATE INCOMING CONDUIT WITH EXOTHERMIC WELD. BARE COPPER CABLES LOCATED WITHIN CONCRETE SHALL BE WRAPPED IN ELECTRICAL TAPE.
- THE DETAILS SHOWN ON THIS SHEET, GUIDANCE SIGN ELECTRICAL CONNECTIONS DETAIL 01-21-012, PLUS ANY ADDITIONAL REQUIREMENTS SHOWN ON THE SIGNAGE IMPROVEMENT CONTRACT DRAWINGS AND ALL INSTRUCTIONS, SHALL BE CONSIDERED INCIDENTAL TO THE GUIDANCE SIGN PAY ITEM.

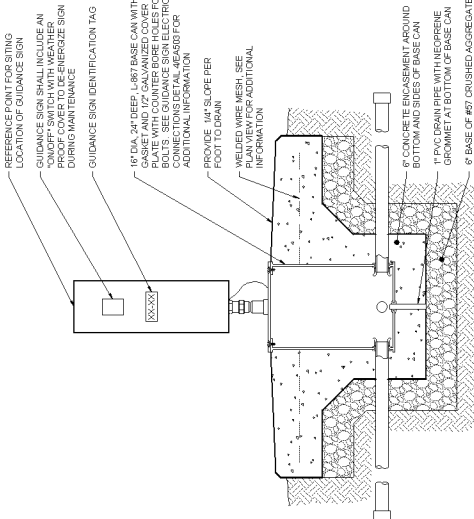


PLAN VIEW

**SIGN POWER LEG DETAIL**



1 GUIDANCE SIGN DETAIL  
 SCALE: NTS  
 (E211)



SECTION "B - B"

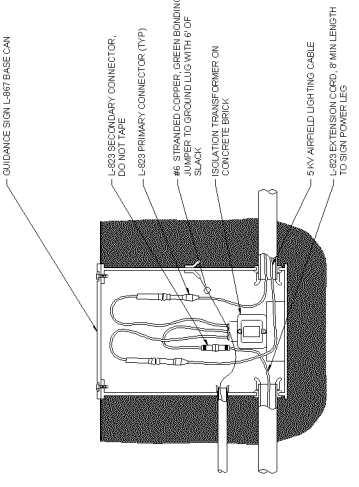


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RDRS AND RDRS  
AND PAV FACILITIES: 800-909-2977

NO.	DESCRIPTION	DATE

DATE ISSUED - JUNE 2022  
REVISED BY: **MRT**  
DRAWN BY: **SMY**  
CHECKED BY: **SMY**  
APPROVED BY: **MRT**  
2022-10-15-2004  
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SHEET TITLE

**SIGNAGE  
DETAILS  
CEW  
(2 OF 2)**

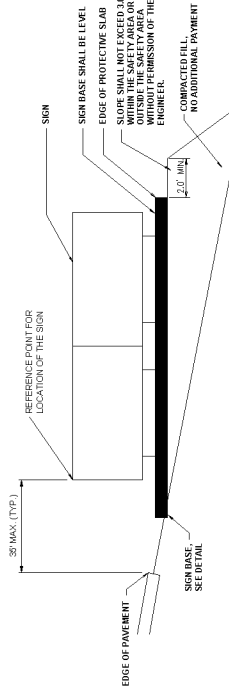


**2 GUIDANCE SIGN ELECTRICAL CONNECTIONS DETAIL**

SCALE: 1/4" = 1'-0"  
E212

**NOTES:**

- SEE SHEET E201 FOR ELECTRICAL NOTES.
- CONTRACTOR SHALL INSTALL NEW RUNWAY DISTANCE REMAINING SIGN FOUNDATION. CONTRACTOR SHALL VERIFY FOUNDATION IS PROPER AND OWNER THAT THE EXISTING FOUNDATION CANNOT BE REUSED. THEN THE FOUNDATION SHALL BE REMOVED AND REPLACED AND PAID FOR UNDER ITEM P4104.1.



**1 SIGN BASE GRADING AND FILL DETAIL**

SCALE: 1/4" = 1'-0"  
E212



**3 EXISTING RDR SIGN BASE AT CEW**

SCALE: 1/4" = 1'-0"  
E212

REVISIONS

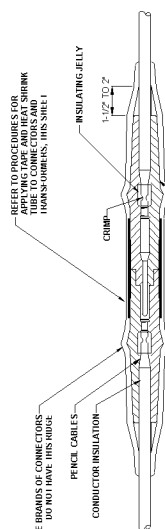
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DRAWN BY: MFT  
 CHECKED BY: SHW  
 DESIGNED BY: SHW  
 DATE: 10/20/2020  
 TIME: 10:15:00 AM  
 SHEET NUMBER: 0230 - E213 - SHEET 1 OF 1

**JUNCTION CAN DETAILS AND NOTES CEW**

SHEET NUMBER  
**E213**

**DOCUMENTS**



**3 L-823 CONNECTOR INSTALLATION DETAIL**  
 SCALE: 1/2" = 1'-0"

SOME BRANDS OF CONNECTORS DO NOT HAVE THIS INSIDE CONDUCTOR INSULATION

**PROCEDURES FOR MAKING VIABLE ELECTRICAL CONNECTION**

- CLEAN THE CABLE THOROUGHLY 1/2" MIN. FROM THE END.
- REMOVE INSULATION WITH A CABLE END REMOVER TOOL (SENIORS AIR 46, CROUSE-HINDS HSK41) OR ENGINEER APPROVED EQUIV. DO NOT NICK THE CONDUCTOR.
- CAREFULLY INSERT CABLE INTO CONNECTOR TO THE PROPER DEPTH. THE CONNECTOR SHALL BE CLOSED WITH THE TOOL WHICH MUST BE COMPLETELY CLOSED BEFORE THE TOOL MAY BE REMOVED. (SENIORS AIR 46, CROUSE-HINDS HSK41) APPROVED EQUIV. WHICH MUST BE COMPLETELY CLOSED AND PROPERLY SEED FOR THE CABLE AND CONNECTION USED.
- BE SURE CABLE END CONNECTOR FITTINGS ARE CLEAN, OAT THE CABLE INSULATION WITH INSULATING JELLY FROM THE CONNECTOR.
- CLEAN CONNECTOR AND CABLE INSULATION WITH WATER OR GREASE SOLVENT TO REMOVE SURFACE SLUDGE, JELLY, OIL, OR GREASE SOLVENT TO REMOVE SURFACE SLUDGE JELLY.

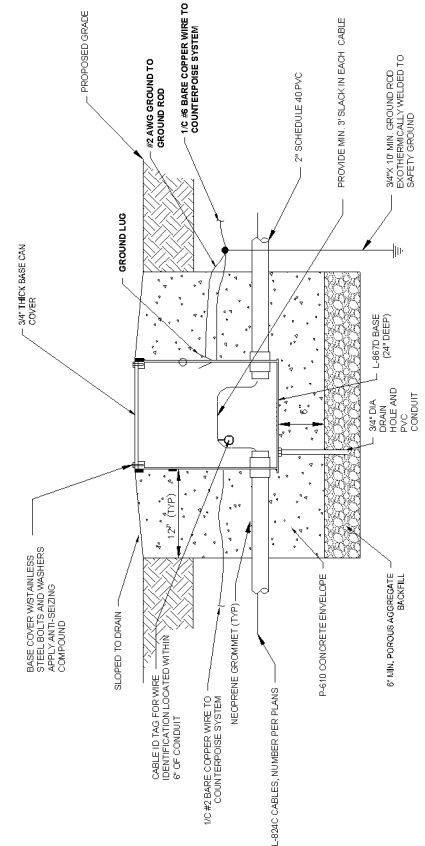
**PROCEDURES FOR APPLYING TAPE AND HEAT SHRINK TUBE TO CONNECTORS AND TRANSFORMERS:**

- FIRST CLEAN AND DRY ALL AREAS TO BE TAPED AND OR SEALED WITH HEAT SHRINK TUBE USING CLEANING AND DRYING PADS SUPPLIED WITH HEAT SHRINK TUBE KIT. CROUSE-HINDS HSK41) OR EQUIVALENT. TYPICALLY 1/2" ON EACH SIDE OF A CONNECTION.
- TAPE CONNECTION WITH 3/4" WIDE RUBBER TAPE, 3/4" 180C OR EQUIVALENT. WITH MINIMUM OF 1/2" ON EACH SIDE OF CONNECTIONS BETWEEN TOTAL RUBBER SPECIFICATIONS COVER RUBBER TAPE OUT AND AT LEAST 3/4" ON EACH SIDE OF CONNECTIONS BETWEEN RUBBER TAPE. 3/4" 180C OR EQUIVALENT. STARTING AND FINISHING AT LEAST 1/2" BEFORE THE START AND AFTER THE END OF THE RUBBER TAPE. STICKY SIDE IN, AND AT LEAST HALF-LAPPED.
- BUT END OF CONNECTORS SHALL BE SEALED WITH 3/4" WIDE RUBBER TAPE, 3/4" 180C OR EQUIVALENT WITH MINIMUM OF 1/2" ON EACH SIDE OF CONNECTIONS. RUBBER TAPE SHOULD BE APPLIED SIDE OUT AND AT LEAST HALF-LAPPED. AND THE TAPED AND MANUFACTURED SPECIFICATIONS COVER RUBBER TAPE WITH VINYL TAPE, 3/4" 180C OR EQUIVALENT. STARTING AND FINISHING AT LEAST 1/2" BEFORE THE START AND AFTER THE END OF THE RUBBER TAPE. STICKY SIDE IN, AND AT LEAST HALF-LAPPED. THERE IS NO NEED TO SEAL MATED CONNECTOR ENDS WITH TAPE BEFORE APPLYING HEAT SHRINK TUBE.
- USE THE HEAT SHRINK TUBE FROM CROUSE-HINDS HSK41) HEAT SHRINK TUBE KIT OR EQUIVALENT. MINIMUM US 1/2" LONG WITH INNER GLUE THE LAST 1/2" OF EACH END. CENTER OVER CONNECTION AND HEAT TO SHRINK TO MANUFACTURER SPECIFICATIONS.
- AFTER HEAT SHRINK TUBE AND GELIE HAS COOLED, SEAL THE END OF THE SHRINK TUBE AND EXPOSED GULIES BY USING RUBBER AND VINYL TAPE. USE 3/4" WIDE RUBBER TAPE, 3/4" 180C OR EQUIVALENT WITH A MINIMUM OF 3/4" INCH ON EACH SIDE OF CONNECTIONS. RUBBER TAPE SHOULD BE APPLIED SIDE OUT AND AT LEAST HALF-LAPPED. AND THE TAPED AND MANUFACTURED SPECIFICATIONS COVER RUBBER TAPE WITH VINYL TAPE, 3/4" 180C OR EQUIVALENT. STARTING AND FINISHING AT LEAST 1/2" BEFORE THE START AND AFTER THE END OF THE RUBBER TAPE. STICKY SIDE IN, AND AT LEAST HALF-LAPPED.



**CABLE ID TAG NOTES:**  
 1. ALL CABLES SHALL BE TAPPED IN THE ELECTRICAL WALK EACH CABLE SHALL HAVE TWO TAGS, ONE NEAR EACH ENTRY. INSTALL TAG IMMEDIATELY AFTER CABLE IS PULLED.  
 2. CABLE CIRCUIT IDENTIFICATION: TWY A - TAXWAY A

**1 CABLE ID TAG DETAIL**  
 SCALE: 1/2" = 1'-0"



**2 NEW JUNCTION CAN DETAIL**  
 SCALE: 1/2" = 1'-0"

**NOTES:**

- ALL JUNCTION CAN INSTALLATION TECHNIQUES, METHODS, MATERIALS, ETC. SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK.
- THE JUNCTION CAN SHALL HAVE A MINIMUM OF FOUR (4) 1/2" PVC PORTS.
- THE JUNCTION CAN COVER MOUNTING BOLTS SHALL EXTEND THRU THE BASE CAN MOUNTING FLANGE INTO THE BASE CAN A MIN. OF 1/2". THE BOLTS SHALL HAVE ENOUGH THREAD LENGTH SO THEY DO NOT SHOULD OUT BEFORE THE COVER IS SECURELY TIGHTENED.
- THE CONCRETE AROUND JUNCTION CANS AND DUCT CONDUIT SHALL BE COMPLETELY CONSOLIDATED BY MECHANICAL MEANS AND SHALL BE FREE OF ANY VOIDS.
- USE A NON-CURING SEALANT BETWEEN LIGHT BASE SECTIONS, BRACKET BRIMS, AND OTHER FINISH. SEE RTH-110 OR APPROVED EQUIVALENT.
- GRADING, SODDING, AREA RESTORATION, AND REWATERING FOR THE INSTALLATION OF BASE CANS IS INCIDENTAL TO THE RESPECTIVE PAY ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TORING, GRAVING, AND ALL WORK REQUIRED FOR RESTORATION.
- ALL LARGE MATERIAL SHALL BE REMOVED FROM ALL EXCAVATIONS FOR ELECTRICAL EQUIPMENT RECESSES, MANHOLE PITS, ETC. THE BOTTOM OF THE EXCAVATION SHALL BE COMPACTED TO PER GRADING AND FINISHING REQUIREMENTS. PER RTH-110 OR APPROVED EQUIVALENT.
- 1/4" JUNCTION CANS SHALL HAVE CIRCUIT INFO STAMPED ON COVER. SEE EXAMPLE: TWY A







CRESTVIEW, FLORIDA  
 BOB SIKES  
 AIRPORT

DESTIN EXECUTIVE  
 AIRPORT  
 DESTIN, FLORIDA

DESTIN EXECUTIVE  
 AIRPORT  
 DESTIN, FLORIDA

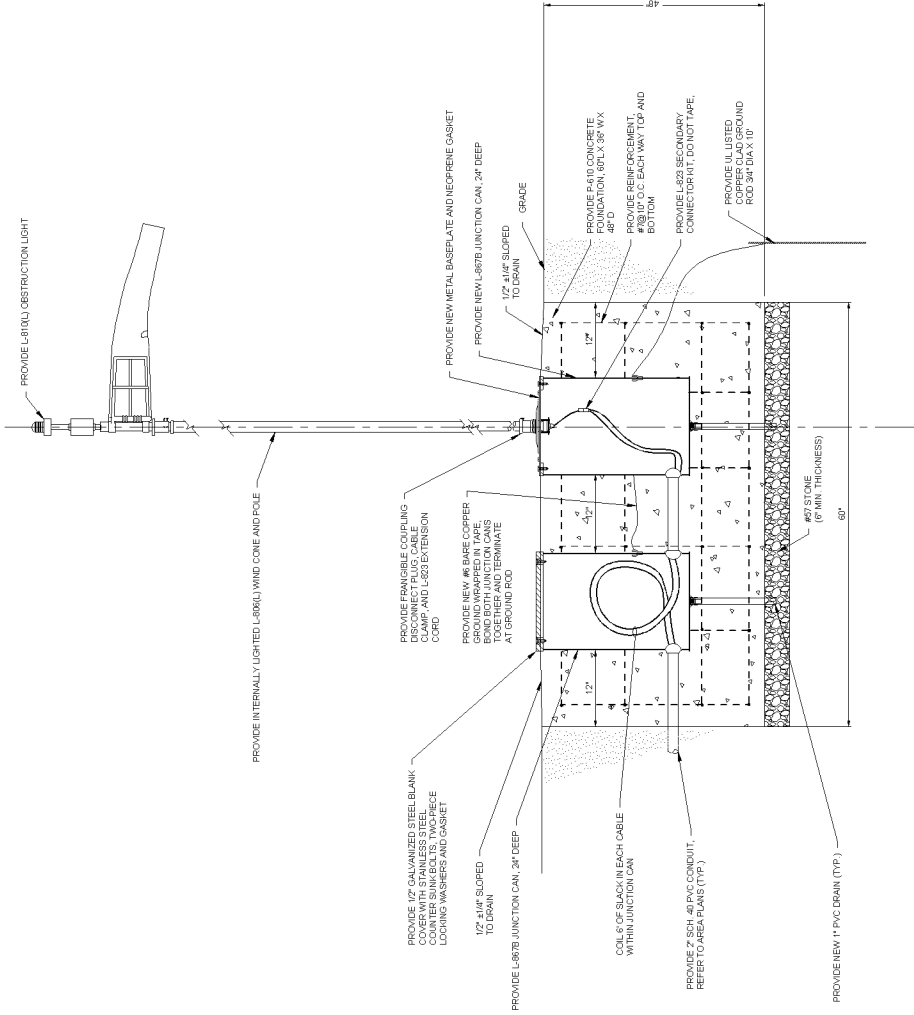
DATE ISSUED: JUNE 2022  
 REVISED BY: MNT  
 DRAWN BY: SHW  
 DESIGNED BY: SHW  
 APPROVED BY: [Signature]  
 248-1915-004  
 SHEET TITLE  
 SUPPLEMENTAL WIND CONE AND FOUNDATION

**LIGHTED SUPPLEMENTAL WIND CONE DETAILS AND NOTES CEW**

SHEET NUMBER  
**E215**  
 BID  
 DOCUMENTS

**NOTES:**

- SEE SHEET E001 FOR ELECTRICAL NOTES.
- ALL GROUND RODS SHALL BE 3/4" DIA. X 10' COPPER-CLAD STEEL AND ALL GROUND ROD CONNECTIONS SHALL BE EXOTHERMICALLY WELDED.
- ALL REINFORCING STEEL ASTM A615 GRADE 60.
- UNLESS OTHERWISE SHOWN ON DRAWINGS, MINIMUM COVER FOR REINFORCING FOUNDATIONS SHALL BE 3".
- ALL REINFORCING SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES IN CONFORMANCE WITH THE CURRENT EDITIONS OF THE CSI MANUAL OF STANDARD PRACTICE AND ACI 809 CONCERNING THE PLACING OF THE CONCRETE.
- ALL HOOKS IN REINFORCING BARS SHALL BE AN ACI STANDARD HOOK, UNLESS OTHERWISE NOTED.
- ALL HOOKS OF CONCRETE SHALL BE CHAMFERED 3/4", UNLESS OTHERWISE NOTED.
- THE CONCRETE FOUNDATION AND BASE BARS ARE CONSIDERED INCIDENTAL TO THE INSTALLATION OF THE SUPPLEMENTAL WIND CONE AND SHALL BE INCLUDED IN THE SUPPLEMENTAL WIND CONE UNIT PRICE UNDER PAY ITEM L10952.



**1 SUPPLEMENTAL WIND CONE AND FOUNDATION**  
 SCALE: 1/16" = 1'-0"



## **ADDENDUM 1**

**August 31, 2022**

**ITB AP 62-22**

### **Airfield Signage Improvements at Bob Sikes Airport & Destin Executive Airport**

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 1 is to add the pre-bid meeting minutes, sign-in sheet and to answer the questions submitted prior to the last day for questions deadline.

**I. Question:** Regarding Bob Sikes: Note 5 for the CEW Airfield Signage Schedule (E210) specifically states signs 2 and 23 are Lumacurve. Note 6 states unless otherwise noted the signs are Lumacurve. So are all the signs on the sign schedule Lumacurve?

**Answer:** To the best of the Engineer's knowledge, all existing signs at Bob Sikes Airport (CEW) Lumacurve signs.

**Question:** CEW signs 2 and 23 existing signs are 1 module. New sign legend will require 2 module signs.

**Answer:** Refer to Note 5 on sheet E210. If the new panels for signs 2 and 23 will not fit on the current signs, then the existing sign and foundation shall be removed and replaced with a new sign and new foundation. This work shall be paid for by item L-125-5.7 for sign removal and item L-125-5.5 for the new sign and sign foundation.

**Question:** Bid Item 15 is for 5 new guidance signs, but I only find 3 new guidance signs between the two airports.

**Answer:** See response to previous bidder question. If new panels for signs 2 and 23 at CEW will not fit the existing signs, then those signs shall be replaced. This is the reason for the quantity of 2 EACH for item L-125-5.7 and for the additional two signs for item L-125-5.5.

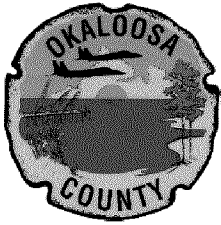
**Question:** Who is the manufacturer of the signs to be replaced? Can an updated sign schedule be provided indicating this?

**Answer:** To the best of the Engineer's knowledge, the signs with panels to be replaced at DTS are ADB Signature Series signs manufactured by ADB Airfield Solutions, LLC. To the best of the Engineer's knowledge, the signs with panels to be replaced at CEW are Lumacurve signs manufactured by Standard Signs, Inc.

**Note:**

**Bid Opening date remains as 14 September, 2022 at 3 p.m.  
(CDT).**

See next page for pre-bid meeting minutes and sign-in sheet



**PRE-BID MEETING MINUTES  
AIRFIELD SIGANGE IMPROVEMENTS  
BOB SIKES AIRPORT (CEW)  
DESTIN EXECUTIVE AIRPORT (DTS)  
OKALOOSA COUNTY ITB: AP 62-22  
RS&H PROJECT NO. 248.1915.004  
FDOT NO. 425615-4-94-01 (G1K02)  
AUGUST 17, 2022  
2:00 PM (Central Time)**

**1. Introduction of Personnel and Project Need:**

Okaloosa County Airports Deputy Director – Plans & Programs, Chad Rogers, gave a brief overview of the project elements, highlighted the meeting agenda, introduced himself, and all attendees introduced themselves. See attached sign-in sheet for attendees.

Chad Rogers stated that this is a non-mandatory pre-bid meeting and the minutes will be posted in an upcoming addendum.

Chad Rogers stated that Okaloosa County personnel will be administering and overseeing the project during construction. CEW is an uncontrolled field with a little more flexibility in contractor operations during construction. DTS is a tower-controlled airfield with more stringent security and airfield driving rules. Chad Rogers stated that driver certification of contractor personnel at DTS will depend on the duration that the contractor needs to be on the airfield for the guidance sign panel replacement.

Chad Rogers stated that the need for this project arose primarily because the taxiway guidance signs at both airports are past their usable life and the panels are exhibiting delamination. Additionally, new signage is needed for a taxiway connector at CEW as well as the replacement of the primary and supplemental wind cones at CEW.

**2. Project Overview:**

Project Engineer, Matt Thomason (RS&H) gave a summary of the project scope. The project scope is generally described as:

- Replacing all sign panels on existing taxiway guidance signs at DTS (16 total)
- Replacing all sign panels on existing taxiway guidance signs at CEW (17 total) including five that are changing designation. Matt emphasized that bidders need to pay attention to the sign schedule for changes in designation.
- Replacing sign panels for existing runway distance remaining (RDR) signs at CEW (12 panels on 6 existing signs).
- Install one new RDR sign on existing base at CEW. Previous sign was struck many years ago and has not been replaced, but existing sign base is intact.
- Install 5 new taxiway guidance signs at CEW. Two of those signs just need sign panel replacement, but a quantity is in the bid documents to replace the existing signs in case the new designation will not fit on a new panel for the existing signs.
- Replace existing primary wind cone at CEW.
- Replace supplemental wind cone at CEW.

3. **Construction Phasing:**

Matt Thomason explained the anticipated construction phasing plan from the bid documents. The project construction phasing is generally described as:

- Phase 1: DTS Sign Panel Replacement
  - 3 consecutive calendar days to perform the sign panel replacement at DTS
  - Work will be performed at each taxiway connector under a “rolling closure” in coordination with Airport Ops, with Ops managing the NOTAMs of the closed taxiway connectors.
  - Selected contractor will be required to provide a detailed schedule for planned work in advance of starting so that Ops can coordinate.
- Phase 2: CEW Sign Panel and Wind Cone Replacement
  - 10 consecutive calendar days to perform all work in this phase.
  - Wind cone replacement and taxiway guidance sign replacement will not require runway closure and can be performed in coordination with Airport Ops.
  - RDR sign panel replacement and installation may require work inside the runway safety area on a pull-back basis with Airport Ops escort.
- Phase 3: CEW New Taxiway Signage
  - 10 consecutive calendar days to perform all work in this phase.
  - Work will occur inside the Taxiway A TSA and will have to be performed on a pull-back basis in coordination with Airport Ops whenever aircraft need to taxi through the work area.

Chad Rogers supplemented the construction phasing discussion, stating that any work outside the RSA can occur with the runway open and any work inside the RSA can be performed on a pull-back basis as long as there is not an open trench left inside the RSA.

Matt Thomason noted that the construction phases are shown as being in sequence with Phase 3 following Phase 2 following Phase 1. However, based on the contractor’s preferred schedule, some of the phased work could be performed concurrently with Owner approval.

Chad Rogers stated the Owner would be willing to entertain allowing the selected contractor to perform work in this project at night, if preferred for contractor’s operations.

4. **Project Bid and Construction Schedule:**

Chad Rogers stated that the Owner would like to move forward relatively quickly on this project due to an expiring FDOT grant funding a portion of the project. The grant funding the project expires on June 30, 2023, and they would like to have this project closed out by then. The Owner is optimistic that will provide enough time to award the project, procure the materials, and construct the project. They would like to have the construction contract awarded with Notice-to-Proceed by 11/01/2022.

Liquidated damages will range from \$1,000 - \$2,000 per day based on what the construction contract value comes out to be. There is a sliding scale in the bid documents that defines liquidated damages by contract value range.

Matt Thomason stated that the maximum contract construction duration would be 23 consecutive calendar days once the contractor starts the work, and assuming all work is done per the phasing sequence in the bid documents.

5. **Instructions to Bidders:**

Chad Rogers explained that prospective bidders need to be signed up for the Vendor Registry as indicated in the project bid documents. He emphasized that all addenda will be posted via Vendor Registry and that bids shall be submitted via Vendor Registry. All questions shall be submitted through Vendor Registry, per DeRita Mason.

6. **Disadvantaged Business Enterprise:**

Chad Rogers stated that there is not an established DBE goal for this project. The County encourages DBE participation on this project. Any DBE participation on the project will be documented and tracked towards the Owner's overall DBE participation goal.

Project is being funded by a combination of FDOT grant and Owner funds. FAA grant funded project requirements (such as certified payrolls) will not apply for this project.

Chad Rogers encouraged bidders to review the insurance requirements associated with this project in the bid documents and to submit any questions through Vendor Registry.

Any changes to the bid documents required during bidding and any clarifications as a response to bidder questions will be issued via addenda posted on Vendor Registry.

7. **Addenda / Bid Opening:**

Chad Rogers reviewed the following pertinent project dates:

- Last day for bidder questions – 08/29/2022 (3:00 PM CDT)
- Last day for addenda to be posted – 09/07/2022
- Bid Due / Opening – 09/14/2022 (3:00 PM CDT)

8. **Questions from Bidders to Date:**

No questions have been received from bidders regarding this project.

9. **Questions from Attendees:**

1. Who are the manufacturers of the existing signs that are receiving new panels?
  - a. Matt Thomason could not recall the answer to this question during the meeting. However, it is believed that the existing signs at CEW are Lumacurve signs manufactured by Standard Signs, Inc. in 2008. RS&H is still investigating the sign manufacturer for the DTS signs.
2. Matt Thomason stated that there are pay items for structural concrete foundations for both the primary wind cone and the RDR sign at CEW. The existing foundations for these airfield elements are believed to be in good condition and can be re-used. However, the pay items are in the documents as a mechanism to pay the contractor in case it is discovered during construction that the existing primary wind cone foundation and/or RDR sign foundation cannot be reused.

10. **Pre-Bid Conference was adjourned at 2:25 PM (CDT)**

**PRE-BID CONFERENCE SIGN-IN SHEET**

**August 17, 2022 at 2:00 p.m. Central  
ITB AP 62-22**

**Airfield Signage Improvements  
Bob Sikes & Destin Executive Airport**

<b>NAME</b>	<b>REPRESENTING</b>	<b>TELEPHONE</b>	<b>E-MAIL ADDRESS</b>
Chad Rogers	Okaloosa County Airports	850-651-7160	rrogers@myokaloosa.com
Allyson Oury	Okaloosa County Airports	850-651-7160	aoury@myokaloosa.com
Ray Beasley	Okaloosa County Airports	850-651-7160	rbeasley@myokaloosa.com
Stephen Saxer	Okaloosa County Airports	850-651-7160	ssaxer@myokaloosa.com
DeRita Mason	Okaloosa County Purchasing	850-689-5960	dmason@myokaloosa.com
Matthew Thomason	RS&H	251-554-7016	matthew.thomason@rsandh.com
Jarrad Goff	Eutaw Construction Company, Inc.	601-544-0168	
Will Wade	Hypower Inc.	888-978-9300	



**ITB AP 62-22**  
**Airfield Signage Improvements**  
**at Destin Executive Airport**  
**and Bob Sikes Airport**



**RS&H**



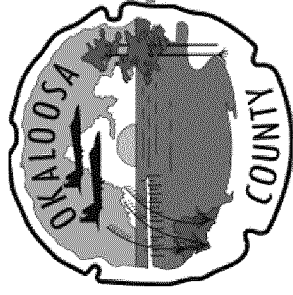


# Meeting Agenda

- Introduction of Participants
- Scope of Work
- Construction Phasing
- Administration and Legal Requirements
- Discussion / Questions



# Introduction



**RS&H**

ITB AP 62-22  
Awarded Contractor





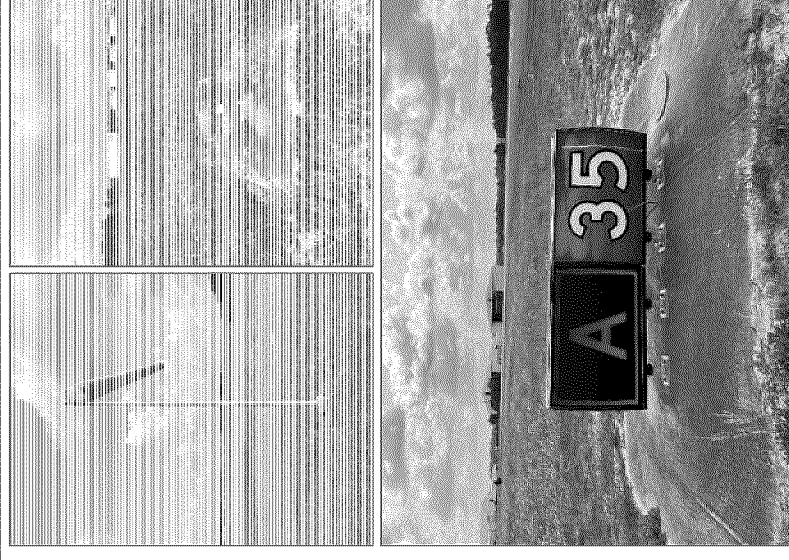
# We are here today:

To review project scope, clarify and explain construction methods, procedures and safety measures required by the contract, and to answer questions.



# Project Overview

- Replace 16 taxiway guidance sign panels at DTS
- Replace 17 taxiway guidance sign panels at CEW
- Replace 12 runway distance remaining sign panels at CEW
- Install 5 new taxiway guidance signs at CEW
- Install 1 new runway distance remaining sign at CEW
- Replace existing primary wind cone at CEW
- Replace supplemental wind cone at CEW





# Construction Phasing

- Phase 1 – DTS Sign Panel Replacement
  - 3 Calendar Days
  - Rolling closure w/ Ops escort
- Phase 2 – CEW Sign Panel & Wind Cone Replacement
  - 10 Calendar Days
  - Coordinate access w/ Ops escort
- Phase 3 – CEW New Taxiway Signage
  - 10 Calendar Days
  - Pull-back for aircraft ops on twy
  - Coordinate work schedule w/ Ops



# Project Bid & Construction Schedule

- Intent to sign/approve contract and issue NTP for fall (October 2022) start
  - Grant expiration 6/30/2023
  - Contract time = substantial completion in 240 days
  - Oct 1, 2022 to June 30, 2023 = 272 days (need to NTP by 11/1/2022)
- Liquidated Damages (\$1-2K/day); see sliding scale on OCSC-17
  - Overall project substantial/final completion = 23 calendar days



# Instruction To Bidders

All questions about the meaning or intent of these Project Documents are to be directed to the County Purchasing Office. Interpretations or clarifications considered necessary by the Purchasing Office in response to such questions will be issued by Addenda on the Vendor Registry website as mentioned below. Questions received after the question deadline will not be answered. Only questions submitted electronically by the contractor and answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- You may fill-out and sign the electronic bid document forms electronically, or, by using blue ink to fill-out and sign.
- **Only electronic bid submissions through Vendor Registry will be accepted at VendorRegistry.com (Sign up for Free)– Customer service Team at 1-844-802-9202**
- Be sure to check the Vendor Registry for published addenda





# Administration and Legal Requirements

- DBE Goals (no project specific but encouraged)
- Funding sources
- Insurance Limits
- Bid Doc clarifications/changes
- Purchasing and Vendor Registry





# Addenda / Bid Opening

- All questions about the meaning or intent of these Project Documents are to be directed to Purchasing Office. Interpretations or clarifications considered necessary by Purchasing Office in response to such questions will be issued by Addenda on the Vendor Registry website, as mentioned above. Questions received after the question deadline will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- Addenda may be issued to modify these Project Documents as deemed advisable by Owner or Architect/Engineer.

- Last Day for Questions
  - Aug 29<sup>th</sup> 2022 (3:00 pm CDT)
- Last Day for posted Addenda
  - Sept 7<sup>th</sup> 2022
- Bids Due/Opening
  - Sept 14, 2022 (3:00pm CDT)

**Send Questions to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
(850) 689-5960

Submit all questions through:

VendorRegistry.com



# Questions





## **ADDENDUM 2**

**September 7, 2022**

**ITB AP 62-22**

### **Airfield Signage Improvements at Bob Sikes Airport & Destin Executive Airport**

Please find attached the Document and information below, for the above referenced Addendum No. 2. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The purpose of Addendum No. 2 is to address a manufacturer's concern/clarification, as seen below:

In regards to the two questions regarding signs # 2 and # 23. To paraphrase the engineer's response that signs #2 and #23 are to be bid as new 2 module signs under Bid Item L-125-5.5. That bid item now has 5 new signs matching the Bid Quantities. However if signs #2 and #23 are now removed from Bid Item L-125-5.3, then won't that change the Bid Quantity from 17 to 15 ?

The County's response:

It is the intent of the bid documents that Sign #2 and Sign #23 at CEW receive new sign panels on the existing signs, if the new sign panels with revised designation can fit on the existing signs. This work would be paid for by Item L-125-5.3. If the awarded contractor cannot provide new sign panels for Sign #2 and Sign #23 at CEW that would fit on the existing signs, then those signs shall be removed and replaced with new sign assemblies and sign foundations. This work would be paid for by Items L-125-5.5 and L-125-5.7. There is enough quantity in the bid document pay items to cover either scenario.

#### **Note:**

**Bid Opening date remains as 14 September, 2022 at 3 p.m.  
(CDT).**

## GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 08/01/2018

### **CONTRACTOR'S INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance for all policies.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of

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the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

**INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>	
1. Worker's Compensation		
1.) State	Statutory	
2.) Employer's Liability	\$500,000	each
accident		
2. Business Automobile	\$1,000,000 each accident	
	(A combined single limit)	
3. Commercial General Liability	\$1,000,000	each
occurrence		
	for Bodily Injury & Property	
	Damage	
	\$1,000,000 each occurrence	
	Products and completed	
	operations	
4. Personal and Advertising Injury	\$1,000,000	each
occurrence		

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification

**INDEMNIFICATION AND HOLD HARMLESS**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.



2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

**UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**DELIVERY OF BIDS**

Bid Opening shall be public, on the date and time specified on the NOTICE TO CONTRACTORS. It is the contractor’s responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. NOTE: Crestview, Florida is “not a next-day-guaranteed delivery location” by delivery services.

**LIQUIDATED DAMAGES:**

- a. In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

**Daily Charge**

<u>Original Contract Amount</u>	<u>Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1584
\$500,000 but less than \$2,500,000	1924
\$2,500,000 but less than \$5,000,000	2694
\$5,000,000 but less than \$10,000,000	3902
\$10,000,000 but less than \$15,000,000	6102
\$15,000,000 but less than \$20,000,000	7022
\$20,000,000 and over	7022 plus 0.2% for any amount over \$20 million

- b. **Determination of Number of Days of Default:** For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days shall be counted in calendar days.
- c. **Conditions under which Liquidated Damages are Imposed:** Should the Contractor or, in

case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.

- d. **Right of Collection:** The County shall have the right to apply as payment on such liquidated damages any money which is due to the Contractor by the County.
- e. **Permitting Contractor to Finish Work:** Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County the liquidated damages due under the contract.
- f. **Completion of Work by County:** In case of default of the contract and the completion of the work by the County, the Contractor and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.

**END OF OKALOOSA COUNTY STANDARD CLAUSES**

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Executive Airport  
ATTACHMENT "B" (END) - Insurance  
Requirements**

## Grant Funded Clauses

This Exhibit is hereby incorporated by reference into the main *Procurement*.

### FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICITATION

This *solicitation* is or may become fully or partially Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant number G1K02. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the *procurement*. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the *procurement*, the conflicting terms and conditions of this Exhibit shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182):** Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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ATTACHMENT "C" - Grant Funded Clauses**

**Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

**Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows: (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the *Proposer* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer*

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

**Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

**Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):**

Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):**

Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):**

Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):**

Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System

for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

**Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247):** Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Access to Records and Reports:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* 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.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* 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.

**Federal Changes:** *Proposer* 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 *any awarded contract*.

**Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver



Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

**Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from *a resulting contract*.

Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposers submittal non-responsive.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR**

**§ 200.216)**: Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**Enhanced Whistleblower Protections (41 U.S.C. § 4712)**: Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

**Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170)**:

Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

**Federal Awardee Performance and Integrity Information System (FAPIIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix**

**XII)**: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and

supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

**Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* 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.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

**Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* 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].

**Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under *a resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer's* violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

**Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrak and the U.S.

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Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> 425615-4-94-01	Fund(s):	DPTO	FLAIR Category:	088719
	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55032020329
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000765015
Contract Number: <u>G1K02</u>	Federal Award Date:	N/A		
CFDA Number: <u>N/A</u>	Agency DUNS Number:			
CFDA Title: <u>N/A</u>				
CSFA Number: <u>55.004</u>				
CSFA Title: <u>Aviation Grant Program</u>				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into February 27, 2020, by and between the State of Florida, Department of Transportation, ("Department"), and Okaloosa County BOCC, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Repaint/Restripe all Runways, Taxiways & Signage at Destin and Bob Sikes, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Audit Requirements for Awards of State Financial Assistance
- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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\_\_\_ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. \_\_\_ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the \_\_\_ day of \_\_\_, or within \_\_\_ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

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- a. The estimated total cost of the Project is \$625,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
  - Travel expenses are NOT eligible for reimbursement under this Agreement.
  - Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.

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- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- i. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit "B", Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit "A", Project Description and Responsibilities, and as set forth in Exhibit "B", Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved



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in writing by the Department. Specific unallowable costs may be listed in Exhibit "A", **Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
  - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
  - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
    - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
    - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
  - d.  If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
  - e.  If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
    - i.  Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
    - ii.  Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
    - iii.  Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
  - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
  - g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F -- Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.



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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- 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 this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs,



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including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per

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occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.


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- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Okaloosa County BOCC

By: 

Name: John Hoffstad

Title: County Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: 

Name: Tim Smith, P. E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

DocuSigned by:



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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Repaint/Restripe all Runways, Taxiways & Signage at Destin and Bob Sikes

**B. Project Location** (limits, city, county, map): Destin Executive Airport/Destin, FL/Okaloosa

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See Attachment 1

**D. Deliverable(s)**: See Attachment 1

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

**EXHIBIT "A"- Attachment 1**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of the Public Transportation Grant Agreement (PTGA) to be offered and agreed upon by the State of Florida, Department of Transportation and Okaloosa County Board of County Commissioners referenced by the above Financial Project Number.

**PROJECT LOCATION:** Destin Executive Airport (DTS) and Bob Sikes Airport (CEW)

**PROJECT DESCRIPTION, SCOPE OF WORK & DELIVERABLES:** As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey, construction inspection costs, mobilization and demobilization, maintenance of traffic, pavement marking removal, surface preparation, pavement markings, and safety barricades, including all materials, equipment, labor, and incidentals required to mark the apron. For signage on both airports, the scope is not limited to planning, programming, consultant and design fees, survey, permitting, construction inspection and administrative support services, mobilization and demobilization, maintenance of traffic, signage, light poles, lighting and communications systems (conduits, fixtures, etc.), including all materials, equipment, labor, and incidentals, needed to install new, or replace/upgrade existing landside lighting systems and roadway signage that provide wayfinding along the landside areas of the airport for tenants and visitors. Scope should include an inventory and condition assessment for the existing lighting and signage systems. The Sponsor will comply with Aviation Program Assurances.

This project will fund the removal or cleaning as required of old airfield pavement markings, addition of new required markings, and updates to airfield directional signs throughout DTS and CEW to comply with FDOT and FAA criteria. Signage updates should match the updated airport layout plans at both airports. The intent is to use funds at each general aviation airport as required to supplement programmed projects or act as stand-alone projects using such contracts as the statewide airfield markings contract established by FDOT Aviation or separate contracts procured through Okaloosa County.

**JUSTIFICATION:** Florida State Statue 330.30 requires airports to meet standards in order to obtain and maintain airport licenses to ensure safe aircraft operations on the airfield. These standards include adequate airfield pavement markings defined further in Chapter 14-60 of Airport Licensing, Registration, and Airspace Protection, specifically section 14-60.007 Airfield Standards for Licensed Airports. Okaloosa County will cost share this PTGA at an 80/20 split with FDOT funds of up to \$500,000.00 and Local Match at \$125,000.00 or more based on project bids.

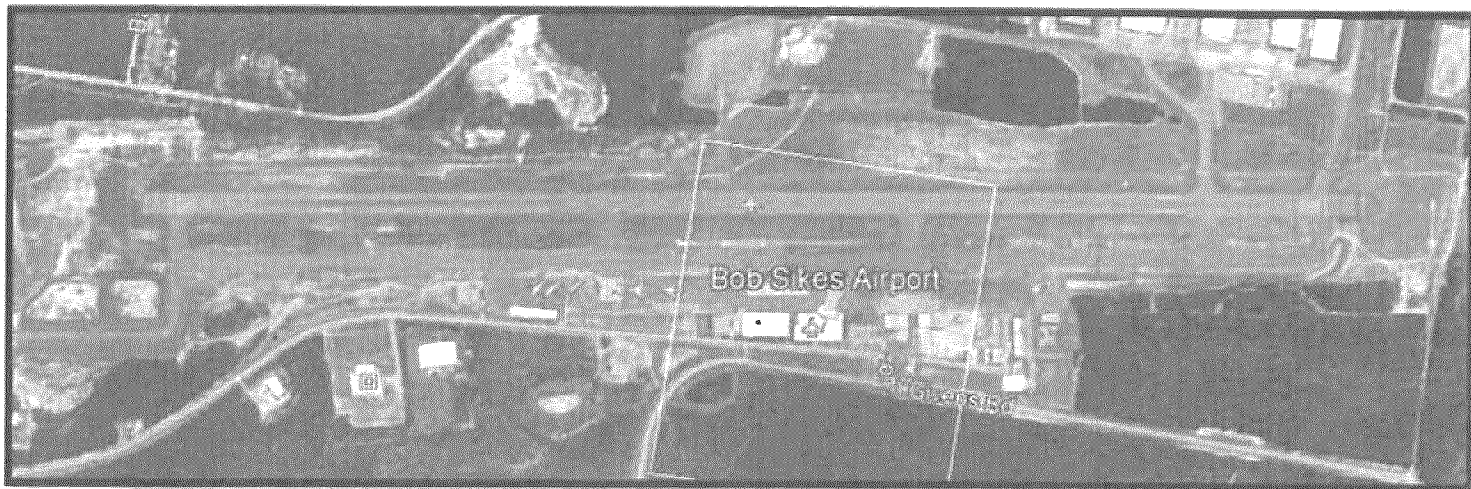
**Project Location(s) Sketch**

**Airfield Pavement Extents at:**

**DTS – Destin Executive Airport**



**CEW – Bob Sikes Airport**



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**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
425615-4-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$500,000
425615-4-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$125,000
<b>Total Financial Assistance</b>							<b>\$625,000</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$500,000	\$125,000	\$0	\$625,000	80.00	20.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$500,000</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$625,000</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

*Quinton Williams*  
 Signature

*2/26/2020*  
 Date



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**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Quinton Williams (email: quinton.williams@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

**2. Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.



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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Quinton Williams.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:  
850-330-1205

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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**ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**RESOLUTION 20- 21**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA; APPROVING PUBLIC TRANSPORTATION GRANT AGREEMENT (FIN PROJECT 42561549401) FOR THE PURPOSE OF REPAINT/RESTRIPE ALL RUNWAYS, TAXIWAYS, AND SIGNAGE AT DESTIN AND BOB SIKES AIRPORTS; AUTHORIZING EXECUTION OF THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Department of Transportation has been granted the authority to enter into a Public Transportation Grant Agreement (PTGA) with Okaloosa County granting funding to undertake the resolved project, and

**WHEREAS**, the County agrees to provide matching funding as presented in Exhibit "B" of the attached Public Transportation Grant Agreement (PTGA), and to abide by the mutual covenants, promises and representations contained therein;

**NOW THEREFORE**, be it resolved by the Board of County Commissioners of Okaloosa County as follows;

1. The Board has the authority to enter into grant agreements for the attached PTGA.
2. The Board's registered agent in Florida shall be the Grants Manager. The Registered Agent's address is: 1250 N. Eglin Parkway, Suite 102, Shalimar, FL 32579.
3. The Board authorizes the County Administrator, or in the County Administrator's absence, the Grants Manager, to sign any and all agreements, contracts, all assurances, warranties, certifications and any other documents, which may be required in connection with the grant application and agreement or subsequent grant and contract related documents.

- 4. The Board authorizes the Grants Manager to sign any reimbursement invoices on the behalf of the County.
- 5. This Resolution is effective upon adoption and execution.

DULY ADOPTED THIS 18th day of February, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF OKALOOSA COUNTY, FLORIDA

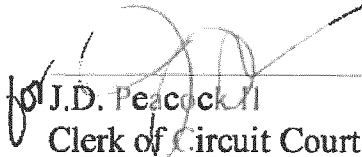


Robert A. "Trey" Goodwin III  
Chairman, Board of County Commissioners



ATTEST:

CLERK OF THE CIRCUIT COURT  
OKALOOSA COUNTY, FLORIDA



J.D. Peacock II  
Clerk of Circuit Court



APPROVED AS TO FORM:



Lynn M. Hoshihara, County Attorney

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**EXHIBIT E**

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION  
AVIATION PROGRAM ASSURANCES**

**A. General.**

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit "A", Project Description and Responsibilities, and Exhibit "B", Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification.**

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
  - a. **Florida Statutes (F.S.)**
    - Chapter 163, F.S., Intergovernmental Programs
    - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
    - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
    - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
    - Chapter 332, F.S., Airports and Other Air Navigation Facilities
    - Chapter 333, F.S., Airport Zoning



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- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
  - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
  - Section 62-256.300, FAC, Open Burning, Prohibitions
  - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
  - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
  - Florida Airport Revenue Use Guide
  - Florida Aviation Project Handbook
  - Guidebook for Airport Master Planning
  - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
  - FAA AC 150/5300-13, Airport Design
  - FAA AC 150/5370-2, Operational Safety on Airports During Construction
  - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
  - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
  - Manual on Uniform Traffic Control Devices
  - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
  - Standard Specifications for Construction of General Aviation Airports
  - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - National Environmental Policy of 1969
  - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
  - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
  - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
  - Section 286.23, F.S., Public Business: Miscellaneous Provisions

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**C. Agency Authority.**

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

**D. Agency Responsibilities.** The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System.**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

**2. Good Title.**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers.**

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation.**

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- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use.**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans.**

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan.**

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
  - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
  - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
  - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

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- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

**8. Airport Financial Plan.**

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
  - 1) The Airport financial plan will be a part of the Airport Master Plan.
  - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
  - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure.**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses.**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination.**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
    - b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.
- 13. Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.
- 14. Operations and Maintenance.**
  - a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
    - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
    - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
    - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
  - b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.
- 15. Federal Funding Eligibility.**
  - a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
  - b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.
- 16. Project Implementation.**
  - a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
  - b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
  - c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.
- 17. Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- 18. Airfield Access.**
  - a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests.** The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs.**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

**21. Planning Projects.** For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
  - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
  - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

**22. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
  - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
  - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
  - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - 5) Establish a Project account for the purchase of the land.
  - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
  - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
  - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
  - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
  - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
  - 2) Complete an Airport Master Plan within two years of land purchase.
  - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
  - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
  - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
  - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

**b. Design Development.** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

**c. Inspection and Approval.** The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

**d. Pavement Preventive Maintenance.** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.



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**24. Noise Mitigation Projects.** The Agency assures that it will:

- a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
  - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
  - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.
  
- b. **Private Agreements.** For noise compatibility projects on privately owned property:
  - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
  - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

**- End of Exhibit E -**

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**EXHIBIT F**

**Contract Payment Requirements  
Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

**Exception:** Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Agency shall complete and submit the following Project Close-Out Review Confirmation to the Department after final reimbursement is received.

**Project Close-Out Review Confirmation**

**Airport:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_ ("Project")

**Contract Number:** \_\_\_\_\_

**Total Contract Amount:** \_\_\_\_\_

**Remaining Balance:** \_\_\_\_\_

On behalf of \_\_\_\_\_, I acknowledge that the project has been completed in accordance with the terms of the Public Transportation Grant Agreement ("Agreement").

I acknowledge that all contract records relating or pertaining to the Agreement have been reviewed and payments for all submitted invoices have been received in full and there are no outstanding invoices pending submittal. Accordingly, it is understood that all reimbursements have been made under this agreement.

I hereby certify that the aforementioned information is true and correct.

\_\_\_\_\_  
**Signature - Airport Representative (name and title)**

\_\_\_\_\_  
**Airport Name**

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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**\*Award Amount:** \$500,000

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>