

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/20/2023

Contract/Lease Control #: C23-3364-PW

Procurement#: ITB PW 06-23

Contract/Lease Type: CONTRACT – AGREEMENT

Award To/Lessee: ANDERSON COLUMBIA CO., INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/18/2023

Expiration Date: 510 DAYS FROM NTP

Description of: COUNTY ROAD (C.R.) 2 WIDENING, RESURFACING, AND

SAFETY IMPROVEMENTS & REPAIRS TO YELLOW RIVER RIDGE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: [JAUTREY@MYOKALOOSA.COM](mailto:JAUTREY@MYOKALOOSA.COM)

Closed: \_\_\_\_\_

CC: BCC RECORDS

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

Procurement/Contract/Lease Number: 06-23 C23-3364-PW Tracking Number: 497023  
Procurement/Contractor/Lessee Name: Anderson Columbia Grant Funded: YES  NO   
Purpose: County Rd 2 Improvements  
Date/Term: 420 from NTP 1.  GREATER THAN \$100,000  
Department #: 3301 2.  GREATER THAN \$50,000  
Account #: 563001 3.  \$50,000 OR LESS  
Amount: \$12,703,527.26  
Department: PW Dept. Monitor Name: Aubrey

*Purchasing Review*

Procurement or Contract/Lease requirements are met: Order Mason Date: 6-6-23  
Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

*2CFR Compliance Review (if required)*

A see email attached Grant Name: G2E84 F001  
Surtax Fnds Date: 6-21-23  
Grants Coordinator: Suzanne Ulloa

*Risk Management Review*

Approved as written: see email attached Date: 6-21-23  
Risk Manager or designee: Lydia Garcia

*County Attorney Review*

Approved as written: see email attached Date: 6-21-23  
County Attorney: Lynn Hoshihara, Kerry Parsons or Designee

*Department Funding Review*

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

*IT Review (if applicable)*

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

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Wednesday, June 21, 2023 3:51 PM  
**To:** DeRita Mason  
**Cc:** Jacqueline Matichuk; Suzanne Ulloa  
**Subject:** RE: CR - 2 Contract

Good afternoon DeRita,

The contract for Anderson Columbia Co., Inc. has been reviewed and is approved by Risk Management for insurance purposes.

[\\ndcvms1\BCCNOBackup\BCCFileTransfer\PURCHASING\ITB 06-23 Contract for Execution](#)

*Thank you,*

*Odessa Cooper-Pool*  
*Public Records & Contracts Specialist*  
Okaloosa County BCC  
302 N. Wilson Street  
Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

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.

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, June 16, 2023 4:29 PM  
**To:** Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Cc:** Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Suzanne Ulloa <sulloa@myokaloosa.com>  
**Subject:** FW: CR - 2 Contract

All, please use the link below to access the file for review, it is too large to send via email.  
Thank you,

[\\ndcvms1\BCCNOBackup\BCCFileTransfer](#) it is Purchasing, ITB 06-23

## DeRita Mason

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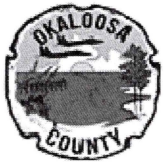
**From:** Suzanne Ulloa  
**Sent:** Wednesday, June 21, 2023 2:52 PM  
**To:** DeRita Mason  
**Subject:** RE: CR - 2 Contract

Reviewed and approved.

Thank you,

*Suzanne Ulloa*

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



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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Friday, June 16, 2023 4:29 PM  
**To:** Odessa Cooper-Pool <ocooperpool@myokaloosa.com>  
**Cc:** Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Suzanne Ulloa <sulloa@myokaloosa.com>  
**Subject:** FW: CR - 2 Contract

All, please use the link below to access the file for review, it is too large to send via email.

Thank you,

[\\ndcvms1\BCCNOBackup\BCCFileTransfer](#) it is Purchasing, ITB 06-23

Thank you,

DeRita Mason

## DeRita Mason

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Wednesday, June 21, 2023 2:21 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: CR2 ITB 06-23 Anderson Columbia

The contract is approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

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

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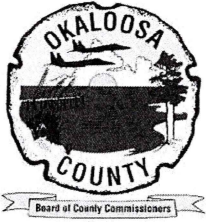
**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Tuesday, June 20, 2023 10:29 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** lhoshihara@myokaloosa.com  
**Subject:** RE: CR2 ITB 06-23 Anderson Columbia

Okay, I will request from Roy now.

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
Office: (850) 689-5960 Ext. 6966  
Cell: (850) 826-8010  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)



# Board of County Commissioners Purchasing Department

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State of Florida

Date: April 28, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT  
NOTICE OF INTENT TO AWARD  
ITB PW 06-23

County Road (C.R.) 2 Widening and Resurfacing

Okaloosa County would like to thank all businesses, which submitted bids for County Road (C.R.) 2 Widening and Resurfacing. (ITB PW 06-23)

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

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

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

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

Respectfully,

**DeRita  
Mason**

DeRita Mason  
Purchasing Manager

Digitally signed by  
DeRita Mason  
Date: 2023.04.25  
11:08:47 -05'00'

DOCUMENT 00520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, Florida ("OWNER") and Anderson Columbia Co., Inc. of 2316 FL – 71, Marianna, FL 32448 (address), certified to do business in the state of Florida ("CONTRACTOR").

OWNER and CONTRACTOR hereby agree as follows:

### ARTICLE 1 – WORK

1.01 The WORK is generally described as follows: County Road (C.R.) 2 widening, resurfacing, and safety improvements and repairs to Yellow River bridge.

### ARTICLE 2 – CONTRACTOR

2.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK consists of clearing and grubbing, mill and overlay of existing asphalt, grading and excavation, installation of new subbase and asphalt, maintenance of traffic, sodding, repair or replacement of stormwater systems, and other WORK as shown on the construction drawings, described in the specifications and to include safety improvements and repairs to the Yellow River (Mack Tyner) bridge. The work is further defined as shown on the Plans and as described by the Contract Documents.

### ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the WORK has been designed by DRMP, Inc.  
3.02 The OWNER has retained the County Engineer ("ENGINEER") to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. Milestone One (1) – the repair work on the Yellow River (Mack Tyner) bridge added via Addendum 3 to the bid shall be substantially complete within 180 calendar days; Milestone Two (2) - the improvements to County Road 2 shall be substantially complete within 450 calendar days. Time to substantial completion for Milestones One (1) and Two (2) will be calculated from the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 510 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Section 337.18(2) of the Florida Statutes, requires the OWNER adopt regulations for the determination of default and provisions that the Contractor pay liquidated damages (daily charge

per calendar day) for any failure of the Contractor to complete the Contract work within the Contract Time.

- B. Applicable liquidated damages are based on the daily cost for extended CEI (8 hrs./day), CEI engineer support, and overhead.
- C. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay. Contractor specifically acknowledges that the liquidated damages is not a penalty and waives any right to argue such at a later time.
  - 1. Substantial Completion: CONTRACTOR shall pay OWNER \$1,250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - 2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$1,250.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Work (CR-2 improvements and bid additive for bridge repair), at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

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

Contract Amount of: \$ 12,895,611.26 (twelve million, eight hundred ninety-five thousand, six hundred eleven dollars and twenty-six cents)

#### ARTICLE 6 – PAYMENT PROCEDURES

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



**6.02 Progress Payments; Retainage**

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with § 218.70-218.79 F.S. (Local Government Prompt Payment Act) during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established in Paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).
1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 95 percent of Work completed (with the balance being retainage)
    - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

**6.03 Final Payment**

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports, if any, and drawings identified in the Contract Documents, with respect to the effect of such information,

observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 00520-1 to 00520-15, inclusive).
  - 2. Bid Form with Attachments (pages 00410-1 to 00410-33, inclusive).
  - 3. G2E84 State Funded Grant Agreement (pages 1-26)
  - 4. Performance bond (pages 00610-1 to 00610-3, inclusive).
  - 5. Payment bond (pages 00620-1 to 00620-3, inclusive).
  - 6. EJCDC General Conditions (pages 00700-1 to 00700-63, inclusive).
  - 7. Supplementary Conditions (pages 00800-1 to 00800-10, inclusive).
  - 8. Summary of Work (page 01010-1, inclusive).
  - 9. Project Coordination (pages 01040-1 to 01040-3, inclusive).
  - 10. Temporary Facilities (pages 01500-1 to 01500-3, inclusive).
  - 11. Project Closeout (pages 01700-1 to 01700-3, inclusive).
  - 12. Record Documents (pages 01750-1 to 01750-3, inclusive).
  - 13. Drawings consisting of 201 sheets with the cover sheet bearing the following general title: County Road 2 Resurfacing/Widening Project, (incorporated by reference). Each sheet following the cover sheet bears the wording, "CONSTRUCTION PLANS FOR COUNTY ROAD 2".
  - 14. Addenda (numbers 1 to 6, inclusive).
  - 15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.

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

## ARTICLE 10 – MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

### 10.04 Severability

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

### 10.05 CONTRACTOR's Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 Independent CONTRACTORS

- A. CONTRACTOR enters into the Contract as, and shall continue to be, an independent CONTRACTOR. All services shall be performed only by CONTRACTOR and CONTRACTOR's employees. Under no circumstances shall CONTRACTOR or any of CONTRACTOR's employees look to the OWNER as his/her employer, or as partner, agent or principal. Neither CONTRACTOR, nor any of CONTRACTOR's employees, shall be entitled to any benefits accorded to the OWNER's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. CONTRACTOR shall be responsible for providing, at CONTRACTOR's expense, and in CONTRACTOR's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

#### 10.07 Audit Provision

- A. The OWNER and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement.

#### 10.08 Public Records

- A. CONTRACTOR shall adhere to the Public Records law of Florida.
- B. Specifically, CONTRACTOR must:
  1. Keep and maintain public records require by the OWNER to perform the service.
  2. Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.
  4. Upon completion of the Agreement, transfer, at no cost, to the OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the OWNER, upon the request from the OWNER's custodian of public records, in a format that is compatible with the information technology system of the OWNER.

- C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE (850) 689-5977 [riskinfo@myokaloosa.com](mailto:riskinfo@myokaloosa.com).**

10.09 Third Party Beneficiaries

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

10.10 Other Provisions

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

AUTHORIZED REPRESENTATIVES:

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

CONTRACTOR:  
 Anderson Columbia Co., Inc.  
 Address  
2316 FL-71  
Marianna, FL 32448  
 \_\_\_\_\_  
 Phone  
850-526-4440  
 SAM GOV Unique Entity Identifier  
HNGFAMR1SW75  
 \_\_\_\_\_  
 CAGE Code  
1RDK9

## 10.11 Equal Opportunity Employment

A. During the performance of this CONTRACT, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor 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, 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor 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 contractor 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 contractor'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 contractor 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. The contractor 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**10.12 Federal Fair Labor Standards Act (Federal Minimum Wage)**

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- B. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**10.13 Occupational Safety and Health Act of 1970**

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONTRACTOR retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**10.14 COPELAND ANTI-KICKBACK ACT**

- A. The CONTRACTOR shall comply with the following:
  - 1. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - 2. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - 3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**10.15 CONTRACT WORK HOURS AND SAFETY STANDARDS**

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for 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 must be 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.

**10.16 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- A. If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
1. CONTRACTOR 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### 10.17 SUSPENSION AND DEBARMENT

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 10.18 BYRD ANTI-LOBBYING AMENDMENT

- A. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 shall 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 recipient.

#### 10.19 E-Verify

- A. Enrollment and verification requirements.
1. If the CONTRACTOR is not enrolled as a Federal Contractor in E-Verify at time of contract award, the CONTRACTOR shall-
    - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of Contract award;
    - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); and,
    - c. Verify employees assigned to the Contract. For each employee assigned to the Contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty



- (30) calendar days of the employee's assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
2. If the CONTRACTOR is enrolled as a Federal Contractor in E-Verify at time of Contract award, the CONTRACTOR shall use E-Verify to initiate verification of employment eligibility of
    - a. All new employees.
      - 1) Enrolled ninety (90) calendar days or more. The CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); or
      - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); or
        - 1) Employees assigned to the Contract. For each employee assigned to the Contract, the CONTRACTOR shall initiate verification within ninety (90) calendar days after date of Contract award or within thirty (30) days after assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
  3. If the CONTRACTOR is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the CONTRACTOR may choose to verify only employees assigned to the Contract, whether existing employees or new hires. The CONTRACTOR shall follow the applicable verification requirements of (1.) or (2.), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Contract.
  4. Option to verify employment eligibility of all employees. The CONTRACTOR may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Contract. The CONTRACTOR shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
    - a. Enrollment in the E-Verify program; or
    - b. Notification to E-Verify Operations of the CONTRACTOR's decision to exercise this option, using the Contract information provided in the E-Verify program Memorandum of Understanding (MOU)
  5. The CONTRACTOR shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU.
    - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the CONTRACTOR's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the CONTRACTOR, will be referred to a suspension or debarment official.
    - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the CONTRACTOR is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official

- determines not to suspend or debar the CONTRACTOR, then the CONTRACTOR must reenroll in E-Verify.
- c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
  - d. Individuals previously verified. The CONTRACTOR is not required by this clause to perform additional employment verification using E-Verify for any employee-
    - 1) Whose employment eligibility was previously verified by the CONTRACTOR through the E-Verify program;
    - 2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top-secret information in accordance with the National Industrial Security Program Operating Manual; or
    - 3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.
6. Subcontracts. The CONTRACTOR shall include the requirements of this clause, including this paragraph 6 (appropriately modified for identification of the parties in each subcontract that -
- a. Is for
    - 1) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
    - 2) Construction;
  - b. Has a value of more than \$3,500; and
  - c. Includes work performed in the United States.

#### 10.20 Vendors on Scrutinized Companies List

- A. By executing this Agreement, the CONTRACTOR 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.
- B. Pursuant to section 287.135(5), Florida Statutes, the OWNER may immediately terminate this Agreement for cause if the CONTRACTOR 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 OWNER determines that the CONTRACTOR has submitted a false certification, the OWNER will provide written notice to the CONTRACTOR. Unless the CONTRACTOR demonstrates in writing, within 90

calendar days of receipt of the notice, that the OWNER's determination of false certification was made in error, the OWNER shall bring a civil action against the CONTRACTOR. If the OWNER's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the CONTRACTOR, and the CONTRACTOR will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of OWNER's determination of false certification by CONTRACTOR. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 10.20, this Section 10.20 shall be null and void.

**10.21 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms.**

- A. The CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

**10.22 Procurement of Recovered Materials**

- A. CONTRACTOR 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.

**10.23 Energy Policy and Conservation Act (43 U.S.C. §6201)**

- A. All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**10.24 Safeguarding Personal Identifiable Information**

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

10.25 Record Retention

- A. CONTRACTOR will retain of all required records pertinent to this contract for a period of five (5) years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

10.26 Access to Public Records

- A. CONTRACTOR will make available to the OWNER'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 OWNER's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

10.27 Federal Changes

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

10.28 Buy America

- 10.29 All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

## ARTICLE 1 – BID RECIPIENT

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

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

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

- 
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.01 BIDDER certifies that:**

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

#### **ARTICLE 5 – BASIS OF BID**

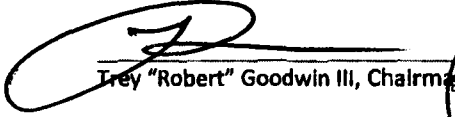
- 5.01 BIDDER acknowledges that (1) each Bid Unit Price includes an amount considered by BIDDER to be adequate to cover CONTRACTOR’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Unit Prices have been computed in accordance with Paragraph 13.03B of the General Conditions.
- 5.02 BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

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

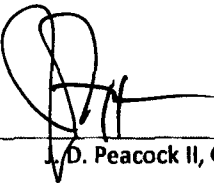
This Agreement will be effective on July 18, 2023 (which is the Effective Date of the Contract).

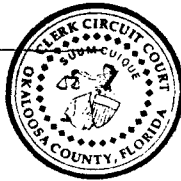
OWNER:

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

  
Trey "Robert" Goodwin III, Chairman



Attest:   
J. D. Peacock II, Clerk

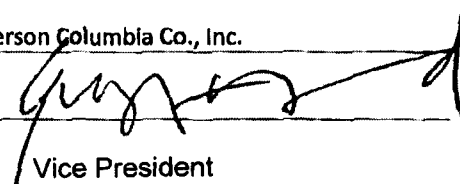


Address for giving notices:

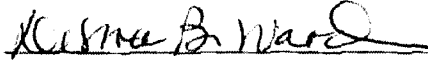
1250 N. Eglin Parkway  
Shalimar, FL 32579

CONTRACTOR:

Anderson Columbia Co., Inc.

By:   
Title: Vice President

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

Attest:   
Title: Admin

Address for giving notices:

2316 Highway 71  
Marianna, FL 32448

License No.: CGC060909

**C.R. 2 PROJECT PAY ITEMS (REWORK BASE OPTION)**

SP C	ALT	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	QUANTITY TOTAL
		101-1	MOBILIZATION	LS	1.000	\$ 1,384,656.36	\$ 1,384,656.36
		102-1	MAINTENANCE OF TRAFFIC (390 DAYS)	LS	1.000	\$ 643,466.53	\$ 643,466.53
		102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AND MAILBOX TURNOUTS	CY	2477.0	\$ 35.00	\$ 86,695.00
		102-60	WORK ZONE SIGN	ED	12660	\$ 0.42	\$ 5,317.20
		102-71 15	TEMPORARY BARRIER, ANCHORED	LF	1388	\$ 47.98	\$ 66,596.24
		102-71 25	TEMPORARY BARRIER, RELOCATE	LF	1388	\$ 23.99	\$ 33,298.12
		102-74 1	TEMP. BARR - TYPES I, II, DI, VP, DRUM, OR LCD	ED	66450	\$ 0.22	\$ 14,619.00
		102-78 1	TEMPORARY RETROFLECTIVE PAVEMENT MARKERS	EA	2442	\$ 4.20	\$ 10,256.40
		102-89 1	TEMPORARY CRASH CUSHION - REDIRECTIVE	LO	4	\$ 1,499.21	\$ 5,996.84
		102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	780	\$ 21.59	\$ 16,840.20
		102-104	TEMPORARY SIGNALIZATION AND MAINT. OF INTERSECTION	ED	120	\$ 259.86	\$ 31,183.20
		102-150 2	RADAR SPEED DISPLAY UNIT	ED	780	\$ 4.80	\$ 3,744.00
		102-909	TEMPORARY RAISED RUMBLE STRIPS	DA	450	\$ 47.98	\$ 21,591.00
		102-913 23	REMOVABLE TAPE, WHITE, 24" STOP BAR	LF	40	\$ 35.98	\$ 1,439.20
		104-1	ARTIFICIAL COVERINGS	SY	1717	\$ 3.38	\$ 5,803.46
		104-10-3	SEDIMENT BARRIER	LF	12446	\$ 4.19	\$ 52,148.74
		110-1-1	CLEARING AND GRUBBING	AC	41.4	\$ 10,801.97	\$ 447,201.56
		110-3-6	REMOVAL OF EXISTING STRUCTURES/BRIDGE	SF	2247.0	\$ 109.43	\$ 245,889.21
		110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1054.00	\$ 72.58	\$ 76,499.32
		110-7-1	MAILBOX, F&I	EA	20	\$ 239.87	\$ 4,797.40
		120-1	REGULAR EXCAVATION	CY	11886.0	\$ 14.19	\$ 168,662.34
		120-6	EMBANKMENT	CY	23938.0	\$ 22.64	\$ 541,956.32
		160-4	TYPE B STABILIZATION	SY	76844	\$ 1.58	\$ 121,413.52
		285-700	REWORK AND COMPACT EXISTING ASPHALT AND BASE, 9" AVERAGE DEPTH	SY	108488	\$ 14.00	\$ 1,518,832.00
		285-706	OPTIONAL BASE GROUP 6 - ALLOWANCE	SY	26956	\$ 14.00	\$ 377,384.00
		285-7000	PORTLAND CEMENT CONCRETE TYPE I - ALLOWANCE	TN	2500	\$ 285.28	\$ 713,200.00
		286-1	TURNOUT CONSTRUCTION	SY	1085	\$ 91.91	\$ 99,722.35
		327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG. DEPTH	SY	1463	\$ 9.65	\$ 14,117.95
		334-1-52	SUPERPAVE ASPHALTIC CONCRETE B, PG 76-22	TN	18277.4	\$ 156.92	\$ 2,868,089.61
		339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	477.4	\$ 447.32	\$ 213,550.57
		400-2-4	CLASS II CONCRETE (SUPERSTRUCTURE)	CY	0.9	\$ 17,691.83	\$ 15,922.65
		425-1-551	INLETS, DT BOT, TYPE E, <10'	EA	1	\$ 10,609.28	\$ 10,609.28
		425-2-43	MANHOLES, P-7, PARTIAL	EA	1	\$ 8,137.63	\$ 8,137.63
		430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	223	\$ 230.71	\$ 51,448.33
		430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	130	\$ 244.92	\$ 31,839.60
		430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 18" SD	LF	90	\$ 202.48	\$ 18,223.20
		430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 24" SD	LF	39	\$ 224.35	\$ 8,749.65
		430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	21	\$ 757.70	\$ 15,911.70
		430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	80	\$ 578.04	\$ 46,243.20
		430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	59	\$ 548.09	\$ 32,337.31
		430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	4	\$ 2,700.92	\$ 10,803.68
		430-175-142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	LF	3	\$ 3,919.68	\$ 11,759.04
		430-175-148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	LF	27	\$ 1,379.44	\$ 37,244.88
		430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	9	\$ 6,976.85	\$ 62,791.65
		430-530-100	STRAIGHT CONCRETE ENDWALLS, 30", SINGLE, 0 DEGREES, ROUND	EA	5	\$ 8,397.95	\$ 41,989.75
		430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	2	\$ 10,168.02	\$ 20,336.04
		430-542-100	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 0 DEGREES, ROUND	EA	2	\$ 12,675.83	\$ 25,351.66
		430-548-100	STRAIGHT CONCRETE ENDWALLS, 48", SINGLE, 0 DEGREES, ROUND	EA	5	\$ 15,211.52	\$ 76,057.60
		430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	6	\$ 3,733.38	\$ 22,400.28
		430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	2	\$ 3,733.38	\$ 7,466.76




	430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	36	\$	3,733.38	\$	134,401.68
	430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	14	\$	3,733.38	\$	52,267.32
	430-984-625	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 18" SD	EA	6	\$	3,733.38	\$	22,400.28
	430-984-629	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 24" SD	EA	2	\$	3,733.38	\$	7,466.76
	431-1-618	PIPE LINER, COATING, 18"	LF	37	\$	276.99	\$	10,248.63
	431-1-624	PIPE LINER, COATING, 24"	LF	192	\$	320.78	\$	61,589.76
	431-1-648	PIPE LINER, COATING, 48"	LF	73	\$	699.70	\$	51,078.10
	432-3-4	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 24	EA	4	\$	5,607.94	\$	22,431.76
	432-3-8	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 48	EA	1	\$	5,607.94	\$	5,607.94
	460-71-1	METAL TRAFFIC RAILING, THRIE BEAM RETROFIT	LF	2434	\$	357.41	\$	869,935.94
	522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	280	\$	167.87	\$	47,003.60
	524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	79.0	\$	74.96	\$	5,921.84
	530-3-4	RIPRAP, RUBBLE F&I DITCH LINING	TN	24	\$	198.56	\$	4,765.44
	536-1-1	GUARDRAIL - ROADWAY, GEN TL-3	LF	4774	\$	32.98	\$	157,446.52
	536-73	GUARDRAIL REMOVAL	LF	2090	\$	8.40	\$	17,556.00
	536-8122	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER F&I-INDEX 536-002, APPROACH TL-3	EA	4	\$	3,897.94	\$	15,591.76
	536-85-20	GUARDRAIL END ANCHORAGE ASSEMBLY, TRAILING ANCHORAGE	EA	8	\$	2,773.54	\$	22,188.32
	536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY, PARALLEL	EA	8	\$	5,622.03	\$	44,976.24
	546-71-1	RAISED RUMBLE STRIP SET - PERMANENT	PS	8	\$	959.49	\$	7,675.92
	570-1-1	PERFORMANCE TURF	SY	144317	\$	2.28	\$	329,042.76
	570-1-2	PERFORMANCE TURF, SOD	SY	27363	\$	2.28	\$	62,387.64
	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	45	\$	509.73	\$	22,937.85
	700-1-60	SINGLE POST SIGN, REMOVE	AS	54	\$	29.99	\$	1,619.46
	705-10-1	OBJECT MARKER, TYPE I	EA	15	\$	239.87	\$	3,598.05
	705-10-2	OBJECT MARKER, TYPE II	EA	42	\$	77.96	\$	3,274.32
	705-10-3	OBJECT MARKER, TYPE III	EA	8	\$	239.87	\$	1,918.96
	705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA	24	\$	77.96	\$	1,871.04
	706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	2454	\$	4.50	\$	11,043.00
	710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	19.163	\$	1,439.24	\$	27,580.16
	710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	404	\$	6.00	\$	2,424.00
	710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE (STOP)	EA	1	\$	119.94	\$	119.94
	710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, ARROW	EA	12	\$	77.96	\$	935.52
	710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	11.595	\$	1,439.24	\$	16,687.99
	710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6" (10-30)	GM	5.810	\$	839.55	\$	4,877.79
	710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	\$	107,942.96	\$	107,942.96
	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	404	\$	11.99	\$	4,843.96
	711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.080	\$	4,197.96	\$	335.84
	711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	13	\$	299.84	\$	3,897.92
	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	12	\$	119.94	\$	1,439.28
	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (BIKE)	EA	4	\$	239.87	\$	959.48
	711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	EA	4	\$	239.87	\$	959.48
	711-16-101	THERMOPLASTIC, STANDARD-OTHER, WHITE, SOLID, 6"	GM	19.163	\$	5,397.16	\$	103,425.78
	711-16-201	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SOLID, 6"	GM	11.595	\$	5,397.16	\$	62,580.07
	711-16-231	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SKIP, 6"	GM	5.810	\$	2,698.57	\$	15,678.69
							PROJECT TOTAL:	\$ 12,703,527.26

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.

Anderson Columbia Co. Inc.

(Name of Bidder)

 (Authorized Signature)

Vice President

(Title)

Mailing Address: 2316 FL- 71

Marianna, FL, 32448

Federal ID No. 59-2871935

## Additive 1 Scope of Work

The Additive 1 scope of work includes costs and schedule to provide signed and sealed plans and to perform repairs to the Yellow River Bridge, Bent number 2 at Beams 2 and 3, as shown in the attached inspection report as reported on February 8, 2023 by Kisinger Campo & Associates and summarized below.

1. Concrete Bent Spall Repair
  - a. Chip to sound concrete and Saw cut along the perimeter to be restored.
  - b. Remove all unsound concrete, exposed reinforcing steel with enough clearance behind the bar to provide full encasement and bond with the new concrete repair material.
  - c. Provide 1 inch clearance between exposed reinforcing and surrounding concrete. Supplement any existing reinforcement steel found to have 25% or more loss of area by splicing a new bar of equal size over affected section.
  - d. Use galvanized welded wire fabric with no-shrink grout for patching the concrete spalls
2. Bearing Assembly Repairs
  - a. Install Jacking Assembly for lifting the span.
  - b. The Bridge shall temporarily be closed to vehicular traffic during jacking operation. The bridge shall be open to traffic once jacks are locked.
  - c. Sandblast, clean and paint the bearing assembly

II. Additive 1 is a Lump Sum proposal and shall be submitted as a separate package .

## Pay Item:

1. Patch Concrete Spalls and Sandblast/Clean and Paint Bearing Assemblies **(Lump Sum)**  
\$ 192,084.00

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**ARTICLE 6 - TIME OF COMPLETION**

- 6.01 CONTRACTOR agrees that the Work will be substantially complete within 360 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 420 calendar days after the date when the Contract Times commence to run.
- 6.02 CONTRACTOR accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 - ATTACHMENTS TO THIS CONTRACT**

- 7.01 The following documents are submitted with and made a condition of this Contract:
  - A. Evidence of authority to do business in the state of the Project.
  - B. Contractor's License Number, and
  - C. Attachments
    - A. Addendum Acknowledgement
    - B. Schedule of Subcontractors
    - C. Conflict of Interest Disclosure
    - D. Recycled Content
    - E. Drug-Free Workplace Program Certification
    - F. Indemnification and Hold Harmless
    - G. Insurance Compliance Certification
    - H. Cone of Silence
    - I. Federal E-Verify Compliance Certification
    - J. Certification Regarding Child Labor
    - K. Non-Collusion Declaration
    - L. Company Data
    - M. List of References
    - N. Vendors on Scrutinized Companies Lists
    - O. Certification Regarding Lobbying
    - P. Debarment & Suspension
    - Q. Buy America Certificate
    - R. General Grant Federal Clauses
    - S. FDOT Grant Clauses

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 - GRANT DIRECTIVES**

- 9.01 Contractor Purchased Equipment for State or Local Ownership
  - A. The CONTRACTOR shall not purchase any equipment for state or local ownership.
- 9.02 Local/ State Hiring Preference
  - A. No local/ state hiring preferences shall be used.

- 9.03 Public Agencies in Competition with the Private Sector
- A. No public agency shall be permitted to bid in competition or to enter into subcontract with private contractors.
  - B. Publicly Owned Equipment
  - C. Publicly owned equipment shall not compete with privately owned equipment on this contract

**DOCUMENT 00410-ADDENDUM ACKNOWLEDGEMENT-ATTACHMENT "A" 1TB PW 06-23**

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

<b>ADDENDUM NUMBER</b>	<b>DATE</b>
<b>ADDENDUM 1</b>	<b>JANUARY 31, 2023</b>
<b>ADDENDUM 2</b>	<b>FEBRUARY 6, 2023</b>
<b>ADDENDUM 3</b>	<b>FEBRUARY 23, 2023</b>
<b>ADDENDUM 4</b>	<b>FEBRUARY 24, 2023</b>
<b>ADDENDUM 5</b>	<b>MARCH 28, 2023</b>
<b>ADDENDUM 6</b>	<b>APRIL 4, 2023</b>

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

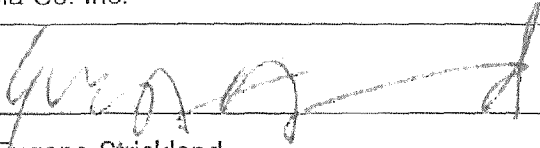


**ARTICLE 10 – BID SUBMITTAL**

Bidder: Indicate correct name of bidding entity:

Anderson Columbia Co. Inc.

By:  
Signature:  
Printed  
name:

  
L. Eugene Strickland

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

Corporate Address: 371 NW Gueda  
Lake City, FL 3

Attest:  
Signature:  
Printed  
name:

  
Karen Buchanan

State of Incorporation: Florida

Title:  
Submittal  
Date:

Project Manager  
4/14/23

Address for giving notices:

2316 FL - 71

Marianna, FL

32448

Telephone Number:

850-526-4440

Fax Number:

850-526-7106

Contact Name:

L. Eugene Strickland

Contact Phone  
Number:

850-526-4440

Contact Email Address:

gene.strickland@andersoncolumbia.com

Federal ID or SS  
Number:

59-2871935

Bidder's License No.:

CGC - 1520954

DUNS Number:

HNGFAMR1SW75

CAGE Code:

1RDK9

DOCUMENT 00410 – SCHEDULE OF SUBCONTRACTORS – ATTACHMENT “B”

Attachment “B” is not required to be submitted as part of the Bid Package as defined in Paragraph 11.02 of the Instructions to Bidders.

The following is a complete list of all subcontractors utilized for this project (if applicable):

1. \_\_\_\_\_

_____	_____
Company Name	Type of Work
_____	
_____	_____
Address	Telephone Number
_____	
_____	_____
City, State, Zip	Federal ID Number

2. \_\_\_\_\_

_____	_____
Company Name	Type of Work
_____	
_____	_____
Address	Telephone Number
_____	
_____	_____
City, State, Zip	Federal ID Number

3. \_\_\_\_\_

_____	_____
Company Name	Type of Work
_____	
_____	_____
Address	Telephone Number
_____	
_____	_____
City, State, Zip	Federal ID Number

4. \_\_\_\_\_

_____	_____
Company Name	Type of Work
_____	
_____	_____
Address	Telephone Number
_____	
_____	_____
City, State, Zip	Federal ID Number

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



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

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

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

YES: \_\_\_\_\_ NO:     X    

NAME	POSITION
N/A	N/A


APRIL 17, 2023  
Date

Anderson Columbia Co. Inc.  
Firm Name

2316 FL - 71  
Address

Marianna, FL 32448  
Address

850-526-4440  
Office Number

  
By (Signature)

E. Eugene Strickland  
By (Printed)

Vice President  
Title

gene.strickland@andersoncolumbia.com  
Email

850-526-8297  
Cell Number

DOCUMENT 00410 – RECYCLED CONTENT – ATTACHMENT “D”

1. Material: Asphalt

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

Describe: Milled asphalt is reused in hot mix asphalt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

<p><u>APRIL 17, 2023</u> Date</p> <p><u>Anderson Columbia Co. Inc.</u> Company Name</p> <p><u>2316 FL - 71</u> Address</p> <p><u>Marianna, FL 32448</u> Address</p> <p><u>850-526-4440</u> Office Number</p>	<p> By (Signature)</p> <p><u>L. Eugene Strickland</u> By (Printed)</p> <p><u>Vice President</u> Title</p> <p><u>gene.strickland@andersoncolumbia.com</u> Email</p> <p><u>850-526-8297</u> Cell Number</p>
--	---

DOCUMENT 00410 – INDEMNIFICATION AND HOLD HARMLESS – ATTACHMENT "F"

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

APRIL 17, 2023

Date

Anderson Columbia Co. Inc.

Firm Name

2316 FL - 71

Address

Marianna, FL 32448

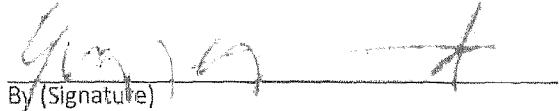
Address

850-526-4440

Office Number

850-526-7106

Fax Number



By (Signature)

L. Eugene Strickland

By (Printed)

Vice President

Title

gene.strickland@andersoncolumbia.com

Email

850-526-8297

Cell Number

850-526-8297

After-Hour Number(s)

DOCUMENT 00410 – INSURANCE COMPLIANCE CERTIFICATION – ATTACHMENT “G”

This form is to be completed and signed by you certifying that your policy either meets the insurance requirements as specified in Bid No. **ITB PW 06-23**, or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

I certify that the insurance requirements have been reviewed.

APRIL 17, 2023

Date

Anderson Columbia Co. Inc.

Firm Name

2316 FL - 71

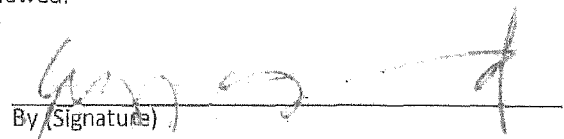
Address

Marianna, FL 32448

Address

850-526-4440

Office Number



L Eugene Strickland

By (Printed)

Vice President

Title

gene.strickland@andersoncolumbia.com

Email

850-526-8297

Cell Number

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

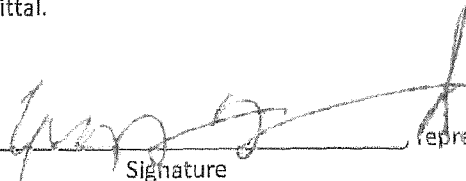
The Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents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

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

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

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

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

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

On this 18th day of April, 20 23 hereby agree to abide by the County’s “Cone of Silence Clause” and understand violation of this policy shall result in disqualification of my proposal/submittal.

**DOCUMENT 00410- FEDERAL E-VERIFY COMPLIANCE CERTIFICATION-ATTACHMENT "I"**

In accordance with Okaloosa County Policy, Section 274A(e) of the Immigration and Nationality Act and Executive Order Number 11-116 from the office of the Governor of the State of Florida, BIDDER hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the BIDDER during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the COUNTY upon request.

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


APRIL 17, 2023  
Date

Anderson Columbia Co. Inc.  
Firm Name

2316 FL - 71  
Address

Marianna, FL 32448  
Address

850-526-4440  
Office Number

  
By (Signature)

L. Eugene Strickland  
By (Printed)

Vice President  
Title

gene.strickland@andersoncolumbia.com  
Email

850-526-8297  
Cell Number

DOCUMENT 00410- CERTIFICATION REGARDING CHILD LABOR-ATTACHMENT "J"

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

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

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

APRIL 17, 2023  
Date

Anderson Columbia Co. Inc.  
Firm Name

2316 FL- 71  
Address

Marianna, FL 32448  
Address

850-526-4440  
Office Number

  
By (Signature)

L. Eugene Strickland  
By (Printed)

Vice President  
Title

gene.strickland@andersoncolumbia.com  
Email

850-526-8297  
Cell Number



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

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

APRIL 17, 2023

Date

Anderson Columbia Co. Inc.

Firm Name

2316 FL - 71

Address

Marianna, FL 32448

Address

850-526-4440

Office Number

By (Signature)

L. Eugene Strickland

By (Printed)

Vice President

Title

gene.strickland@andersoncolumbia.com

Email

850-526-8297

Cell Number

## DOCUMENT 00410- COMPANY DATA-ATTACHMENT "L"

Contractor company Name: Anderson Columbia Co.  
Inc.

Physical Address: 2 3 1 6 F L - 7 1

Marianna, FL

32448

contact Person (printed) : L. Eugene Strickland

Phone Number: 850 -5 2 6 - 4440

Fax Number: 850-526-7106

Cell Number: 850-526-8297

Email : gene.strickland@andersoncolumbia.com

Federal ID or SS Number: 59-2871935

Bidder's License Number: CGC - 1520954

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

850-526-8297

DOCUMENT 00410 – LIST OF REFERENCES – ATTACHMENT “M”

1. FDOT Pre-Qualified (See attached)

Company Name

Contact Person

Address

Telephone Number

City, State, Zip

Email

2.

Company Name

Contact Person

Address

Telephone Number

City, State, Zip

Email

3.

Company Name

Contact Person

Address

Telephone Number

City, State, Zip

Email

## DOCUMENT 00410 – VENDORS ON SCRUTINIZED COMPANIES LISTS – ATTACHMENT “N”

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

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

DATE: APRIL 17, 2023

SIGNATURE: 

COMPANY: Anderson Columbia Co. Inc.

NAME: L. Eugene Strickland  
(Typed or Printed)

ADDRESS: 2316 FL - 71

TITLE: Vice President

Marianna, FL

E-MAIL: gene.strickland@andersoncolumbia.com

32448

PHONE NO.: 850-526-4440

DOCUMENT 00410 – CERTIFICATION REGARDING LOBBYING – ATTACHMENT “O”

**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

*(To be submitted with each bid or offer exceeding \$100,000)*

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

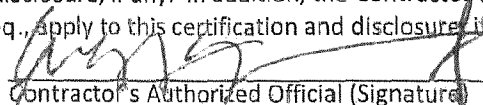
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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, Anderson Columbia Co. Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Anderson Columbia Co. Inc.  
Company Name

  
Contractor's Authorized Official (Signature)

APRIL 17, 2023  
Date

Vice President  
Title

DOCUMENT 00410 – DEBARMENT & SUSPENSION – ATTACHMENT "P"

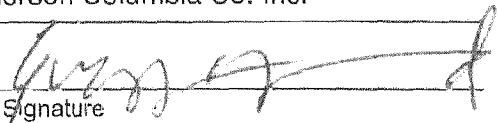
**Certification Regarding  
Debarment, Suspension, Ineligibility**

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, Anderson Columbia Co. Inc., certifies, by submission of this document, 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 department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

Anderson Columbia Co. Inc.

By:   
Signature

L. Eugene Strickland, Vice President  
Name and Title

2316 FL - 71  
Street Address

Marianna, FL 32448  
City, State, Zip

APRIL 17, 2023  
Date

Okaloosa County BOCC  
Sub-Recipient's Name

DEM Contract Number


FEMA Project Number

**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: APRIL 17, 2023  
SIGNATURE:   
COMPANY: Anderson Columbia Co. Inc.  
NAME: L. Eugene Strickland  
TITLE: Vice President

**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: \_\_\_\_\_

**DOCUMENT 00410 GENERAL GRANT FUND CLAUSES ATTACHMENT R**

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. *CONTRACTOR* shall adhere to all grant conditions as set forth in the requirements of the FOOT grant contract no. [G2E84] which has been provided to *Proposer*, along with any and all other applicable Federal/State Laws. 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 [*Contract/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.), 2CFR § 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, *CONTRACTOR* 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 *CONTRACTOR* is unable, or potentially unable, to render impartial assistance or advice; ii. A *CONTRACTOR'S* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *CONTRACTOR* 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: *CONTRACTOR* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 JT(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 CONTRACTOR agrees as follows: (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR 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 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The CONTRACTOR 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 CONTRACTOR'S commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Additional notice and requirement for federally assisted contracts or subcontracts in excess of \$10,000.00:

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).**

THE CONTRACTOR'S ATTENTION IS CALLED TO THE "EQUAL OPPORTUNITY CLAUSE" AND THE "STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS" SET FORTH HEREIN. THE GOALS AND TIMETABLES FOR MINORITY AND FEMALE PARTICIPATION, EXPRESSED IN PERCENTAGE TERMS FOR THE CONTRACTOR'S AGGREGATE WORKFORCE IN EACH TRADE ON ALL CONSTRUCTION WORK IN THE COVERED AREA, ARE AS FOLLOWS:

TIME-TABLES	GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
	INSERT GOALS FOR EACH YEAR	INSERT GOALS FOR EACH YEAR.

THESE GOALS ARE APPLICABLE TO ALL THE CONTRACTOR'S CONSTRUCTION WORK (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR SUCH GEOGRAPHICAL AREA WHERE THE WORK IS ACTUALLY PERFORMED WITH REGARD TO THIS SECOND AREA, THE CONTRACTOR ALSO IS SUBJECT TO THE GOALS FOR BOTH ITS FEDERALLY INVOLVED AND NONFEDERALLY INVOLVED CONSTRUCTION. THE CONTRACTOR'S COMPLIANCE WITH THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4 SHALL BE BASED ON ITS IMPLEMENTATION OF THE EQUAL OPPORTUNITY CLAUSE, SPECIFIC AFFIRMATIVE ACTION OBLIGATIONS REQUIRED BY THE SPECIFICATIONS SET FORTH IN 41 CFR 60-4.3(A), AND ITS EFFORTS TO MEET THE GOALS. THE HOURS OF MINORITY AND FEMALE EMPLOYMENT AND TRAINING MUST BE SUBSTANTIALLY UNIFORM THROUGHOUT THE LENGTH OF THE CONTRACT, AND IN EACH TRADE, AND THE CONTRACTOR SHALL MAKE A GOOD FAITH EFFORT TO EMPLOY MINORITIES AND WOMEN EVENLY ON EACH OF ITS PROJECTS. THE TRANSFER OF MINORITY OR FEMALE EMPLOYEES OR TRAINEES FROM CONTRACTOR TO CONTRACTOR OR FROM PROJECT TO PROJECT FOR THE SOLE PURPOSE OF MEETING THE CONTRACTOR'S GOALS SHALL BE A VIOLATION OF THE CONTRACT, THE EXECUTIVE ORDER AND THE REGULATIONS IN 41 CFR PART 60-4. COMPLIANCE WITH THE GOALS WILL BE MEASURED AGAINST THE TOTAL WORK HOURS PERFORMED.

THE CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION TO THE DIRECTOR OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS WITHIN 10 WORKING DAYS OF AWARD OF ANY CONSTRUCTION SUBCONTRACT IN EXCESS OF \$10,000 AT ANY TIER FOR CONSTRUCTION WORK UNDER THE CONTRACT RESULTING FROM THIS SOLICITATION. THE NOTIFICATION SHALL LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE SUBCONTRACTOR; EMPLOYER IDENTIFICATION NUMBER OF THE SUBCONTRACTOR; ESTIMATED DOLLAR AMOUNT OF THE SUBCONTRACT; ESTIMATED STARTING AND COMPLETION DATES OF THE SUBCONTRACT; AND THE GEOGRAPHICAL AREA IN WHICH THE SUBCONTRACT IS TO BE PERFORMED

AS USED IN THIS NOTICE, AND IN THE CONTRACT RESULTING FROM THIS SOLICITATION, THE "COVERED AREA" IS (INSERT DESCRIPTION OF THE GEOGRAPHICAL AREAS WHERE THE CONTRACT IS TO BE PERFORMED GIVING THE STATE, COUNTY AND CITY, IF ANY).

**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 CONTRACTOR agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). CONTRACTOR is 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, CONTRACTOR 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*. CONTRACTOR is 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, the 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- 767 19.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended):** Applicability: Contracts and subgrants of amounts in excess of \$15 0,000.00. Requirement: CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 q) 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: CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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: CONTRACTOR 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: CONTRACTOR 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: CONTRACTOR will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: CONTRACTOR will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

**Federal Changes:** CONTRACTOR shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *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: CONTRACTOR will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

**Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All II 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 JI (H)):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: CONTRACTOR 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: CONTRACTOR will comply with the requirements of Section I 06(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits CONTRACTOR 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 CONTRACTOR'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. 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 proposer's 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: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 g. Requirement: In accordance with FFATA, the CONTRACTOR 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 (FAPUS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110 417 and 2 CFR Part 200 Appendix XU):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The CONTRACTOR shall update the information in the Federal Awardee Performance and Integrity Information System (FAPUS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <http://www.am.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: CONTRACTOR 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 CONTRACTOR 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.

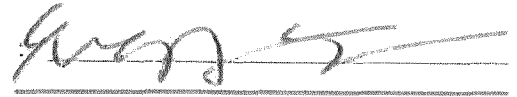
**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR,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

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The Vice President on behalf of  
Anderson Columbia Co. Inc. the CONTRACTOR is authorized to sign below and confirm the CONTRACTOR is fully able to comply with these requirements, federal terms and conditions and has on made any inquiries and further examination of the law and requirements as is necessary to comply.

DATE: APRIL 17, 2023

SIGNATURE



COMPANY: Anderson Columbia Co. Inc.

NAME : L Eugene Strickland

ADDRESS: 2316 FL - 71  
Marianna, FL  
32448

TITLE: Vice President

EMAIL: gene.strickland@andersoncolumbia.com

PHONE NO: 850-526-4440

**DOCUMENT 00410 FDOT GRANT CLAUSES ATTACHMENT S**

The Contractor shall comply and require its subcontractors to comply with all terms and conditions of the attached Grant Contract Agreement G2E84, and all federal, state, and local laws and regulations applicable to this Project.

**CONSTRUCTION GUIDELINES**

Off the state Highway System (Off-System) construction projects must be administered in accordance with the latest version of the Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Street and Highways Florida (also known as the Florida Greenbook) found on-line at the following web-site:

<https://www.fdot.gov/roadway/floridagreenbook/fgb.htm> (Please Utilize the 2018 Florida Greenbook on this site and register to receive updates here <http://www.fdot.gov/designsupport/ContactDatabase.htm> and get notice when the 2022 version becomes official.)

**PROJECT COMPLETION**

This Agreement shall commence upon full execution by both Parties and the CONTRACTOR shall complete the Project on or before **December 31, 2024**. If the CONTRACTOR does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the CONTRACTOR and granted in writing by the County prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The CONTRACTOR acknowledges that no funding for the Project will be provided by the County under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement.

**FLORIDA LEGISLATURE LOBBYING PROHIBITION**

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.

**WORKER'S COMPENSATION INSURANCE REQUIRED**

The CONTRACTOR 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 subconsultants 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.

**AUDITS**

The CONTRACTOR 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 which today (12/28/2022) reads [LINK BELOW]

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0000-0099/0020/Sections/0020\\_055.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0000-0099/0020/Sections/0020_055.html)

It is the duty of every state officer, employee, agency, special district, board, commission, CONTRACTOR, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Beginning July 1, 2015, each contract, bid, proposal, and application or solicitation for a contract shall contain a statement that the corporation, partnership, or person understands and will comply with this subsection.



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FPN: <u>450939-1-54-01</u>	Fund: <u>SCRC</u>	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>Okaloosa (57)</u>	Contract No: <u>G2E84</u>	Vendor No: <u>F596000765092</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on November 22, 2022,  
(This date to be entered by DOT only)  
 by and between the State of Florida Department of Transportation, ("Department"), and Okaloosa County, ("Recipient").  
 The Department and the Recipient 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:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):

  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Specific Appropriation 1988A of Chapter 2022-156, L.O.F , Local Transportation Project , (CSFA 55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in CR 2 Road Safety and Bridge Upgrades Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; 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.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient 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 Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also 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 through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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 Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$7,000,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,000,000 and, additionally the Department's participation in the Project shall not exceed 42.9% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient 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. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient 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"** 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 are not compensable under this Agreement.
- f. 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 Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient 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 Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 and costs incurred are received, inspected, and approved.

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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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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 Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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.
- h. Progress Reports.** Upon request, the Recipient 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.
- i.** 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 which it has with the Recipient owing such amount if, upon 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.
- j.** The Recipient 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.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance 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 Recipient. See **Exhibit "B"** 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 Recipient, in writing, when funds are available.
- l.** 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."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient 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 Recipient 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.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient 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 arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient 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. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - 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).
- b. The Recipient 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, including if no right-of-way is required.
- c. The Recipient 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.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient 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.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. 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 have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient 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 Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. 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, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient'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

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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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient 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 the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), 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 Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient 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 "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient 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 Recipient 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 Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient'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:



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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [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 Recipient, 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 Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient'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 Recipient 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 Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient'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 Recipient 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 the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the 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.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. 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. 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

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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. 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 Recipient.
- d. 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. 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. The Recipient 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 Recipient 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.
- g. The Recipient 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.

**14. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient 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 subconsultants 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.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the 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. Recipient shall, or cause its contractor 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 Recipient 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.
- f. 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 Recipient 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 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

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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.

- g. 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.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient 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 Recipient 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.
- b. 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.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient 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.
- e. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. 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.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient 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
- i. 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 Recipient 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.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f.  The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_
- g. **Exhibit and Attachment List**
  - Exhibit A: Project Description and Responsibilities
  - Exhibit B: Schedule of Financial Assistance
  - \*Exhibit C: Engineer's Certification of Compliance
  - Exhibit D: Recipient Resolution
  - Exhibit F: Contract Payment Requirements
  - \*Exhibit H: Alternative Advance Payment Financial Provisions
  - Exhibit J: State Financial Assistance (Florida Single Audit Act)
  - \*Exhibit K: Advance Project Reimbursement
  - \*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

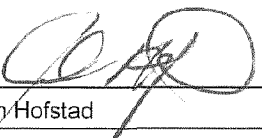
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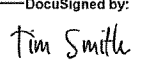
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.


RECIPIENT Okaloosa County, B.O.C.C.

By:   
Name: John Hofstad  
Title: County Administrator

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
  
By: 00EAS10BEA3D404  
Name: Tim Smith, P.E.  
Title: Director of Transportation Development

Legal Review:

DocuSigned by:  
  
By: CC336BED06E346D  
Name: Erin Oliver

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 450939-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Okaloosa County, B.O.C.C. (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS: 9.431 Miles**

**PROJECT DESCRIPTION:** This project is for the construction and CEI for the CR 2 Road Safety and Bridge Upgrades project. The bridge updates to be included are the Yellow River Bridge #570040 and Big Horse Creek Bridge #570085. The updates for Yellow River Bridge to be included are the existing barriers removed and replaced with Bridge Thrie-Beam Retrofit per index 460-476, Modified Scheme I. Connections between the Bridge Thrie-Beam Retrofit and the roadway guardrail shall be per index 536-002 for index 460-476, Modified Scheme I. The updates for Big Horse Creek Bridge will include thrie-beam guardrail connections per index 536-002 Sheet 27 of 28, Scheme I, installed between existing barriers and proposed guardrail. The purpose of this project is to widen the roadway to 24' and resurface 9.431 miles of CR 2 between State Route 189 and State Route 85. The total project length is 9.431 miles. All work will be done within the existing right-of-way.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

For each reimbursement submittal, the Agency understands and agrees that the reimbursement amount shall not exceed forty - two point nine percent (42.9%) of the total actual eligible costs submitted for reimbursement up to the maximum amount as specified in paragraph 4.B. and as more fully described in Exhibit "B" of this Agreement.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

In accordance with Section 10.c. of this Agreement, the Parties agree as follows:

The Department hereby notifies the Recipient that for projects that are not located on the Department's right-of-way, the Recipient is required to hire a contractor prequalified by the Department.

In accordance with Section 10.d. of this Agreement, the Parties agree as follows:

For the provision of Construction Engineering Inspection (CEI) services, the Recipient is required to hire a Department pre-qualified consultant in the appropriate work type.

In accordance with Section 10.e. of this Agreement, the Parties agree as follows:

The Recipient is required to hire a Department pre-qualified consultant in the appropriate work type for the design phase of the Project.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall provide a copy of the design plans for the Department's review and approval prior to advertisement. Plans shall be submitted at 90% along with the engineer's cost estimate, Utility Certification, Permit Certification, Right of Way Certification, Railroad Certification, and a complete set of draft bid documents in PDF (Portable Document Format). The Recipient shall be responsible for addressing all plan review comments in the Department's Electronic Review Comments (ERC) System.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by December 31, 2024 .

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue a Notice to Proceed to advertise for construction to the Recipient after final plans, bid documents, construction estimate, and all necessary certifications have been reviewed and approved.



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**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>Design- Phase 34</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Right-of-Way- Phase 44</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b>	Maximum Department Participation (Local Transportation Project)	\$7,000,000.00	\$4,000,000.00	\$3,000,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY: 2023	Maximum Department Participation (Insert Program Name)	\$	\$	\$0.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$7,000,000.00 100.00%	\$4,000,000.00 57.1%	\$3,000,000.00 42.9%	
<b>Construction Engineering and Inspection - Phase 64</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>(Phase : )</b>	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>		<b>\$7,000,000.00</b>	<b>\$4,000,000.00</b>	<b>\$3,000,000.00</b>	

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - Local Programs Administrator  
 District Grant Manager Name

DocuSigned by:  
*Maria Showalter*

11/18/2022 | 12:45 PM EST

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient 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.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Okaloosa County, B.O.C.C.

PROJECT DESCRIPTION: CR 2 Road Safety and Bridge Upgrades

FPID#: 450939-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded 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 Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL: Name: \_\_\_\_\_

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

**RESOLUTION 22- 178**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT FOR THE COUNTY ROAD 2 ROAD SAFETY AND BRIDGE UPGRADES PROJECT AND ALL REQUIRED FUTURE GRANT DOCUMENTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the County Road 2 Road Safety and Bridge Upgrades project, which includes widening the roadway to 24' and resurfacing the 9.44 miles of County Road 2 between State Route 189 and State Route 85, which consists of an approx. 20' width of asphalt comprised of 10' travel lanes with no paved shoulders and varied evidence of major pavement failure throughout is necessary. There are two bridges within the project limits which need safety improvements; and

**WHEREAS**, the County has previously entered into other grant agreements with the Florida Department of Transportation regarding similar projects; and

**WHEREAS**, the Florida Department of Transportation now offers to provide funding for the County Road 2 Road Safety and Bridge Upgrades project which includes costs associated with widening the roadway to 24' and resurfacing 9.44 miles of County Road 2 between State Route 189 and State Route 85, which consists of an approx. 20' width of asphalt comprised of 10' travel lanes with no paved shoulders and varied evidence of major pavement failure throughout. There are two bridges within the project limits which need safety improvements; and

**WHEREAS**, to ensure that all documents pertaining to the grant agreement are timely executed, the Board of County Commissioners now desires to execute this Resolution authorizing the County Administrator to sign the agreement and all grant documents pertaining to this project in the future.

**NOW, THEREFORE**, be it resolved by the Board of County Commissioners of Okaloosa County, as follows:

1. The County Administrator is authorized to execute the agreement for the County Road 2 Road Safety and Bridge Upgrades project and all other grant documents pertaining to this project.

**EXHIBIT D**  
**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****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:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

**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.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title  
and CSFA  
Number:**

- County Incentive Grant Program (CIGP), (CSFA 55.008)
- Small County Outreach Program (SCOP), (CSFA 55.009)
- Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- Specific Appropriation 1988A of Chapter 2022-156, L.O.F, (CSFA 55.039)

**\*Award Amount:** \$3,000,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

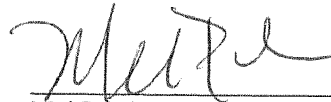
State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

2. This Resolution shall take effect upon approval of the Board of County Commissioners.

**DULY PASSED AND ADOPTED** this 15th day of November, 2022.

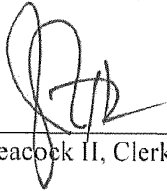
**BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA**



Mel Ponder, Chairman

ATTESTS:

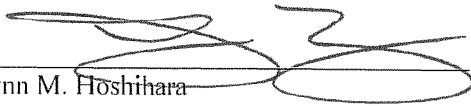
CLERK OF CIRCUIT COURT  
OKALOOSA COUNTY, FLORIDA



J.D. Peacock II, Clerk



APPROVED AS TO FORM:



Lynn M. Hoshihara  
County Attorney





State of Florida

## Board of County Commissioners

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November 15, 2022

GAA Specific Appropriation Project: CR2 Road Safety and Bridge Upgrades Project  
(450939-1-54-01)

RE: Designation of Authorizing Official

To Whom It May Concern:

We are writing to inform the Florida Department of Transportation of the designation of John Hofstad, County Administrator, as the Authorizing Official for the FY 2023 CR2 Road Safety and Bridge Upgrades Project (450939-1-54-01) Grant.

Please accept this as our formal request based on Board Action of this day.

Sincerely,

A handwritten signature in black ink, appearing to read "Mel Ponder", is written over a light blue horizontal line.

Mel Ponder  
Chairman, Board of County Commissioners

To: Meghan.Jadofsky@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

**G2E84**

**11/18/2022**

**CONTRACT INFORMATION**

<b>Contract:</b>	G2E84
<b>Contract Type:</b>	GD - GRANT DISBURSEMENT (GRANT)
<b>Method of Procurement:</b>	G - GOVERNMENTAL AGENCY (287.057,F.S.)
<b>Vendor Name:</b>	OKALOOSA COUNTY
<b>Vendor ID:</b>	F596000765092
<b>Beginning Date of This Agreement:</b>	11/17/2022
<b>Ending Date of This Agreement:</b>	12/31/2024
<b>Contract Total/Budgetary Ceiling:</b>	ct = \$3,000,000.00
<b>Description:</b>	CR 2 Road Safety and Bridge Upgrades Project

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/18/2022**

<b>Action:</b>	Original
<b>Reviewed or Approved:</b>	APPROVED
<b>Organization Code:</b>	55034010307
<b>Expansion Option:</b>	AM
<b>Object Code:</b>	751000
<b>Amount:</b>	\$3,000,000.00
<b>Financial Project:</b>	45093915401
<b>Work Activity (FCT):</b>	215
<b>CFDA:</b>	
<b>Fiscal Year:</b>	2023
<b>Budget Entity:</b>	55150200
<b>Category/Category Year:</b>	088862/23
<b>Amendment ID:</b>	0001
<b>Sequence:</b>	00
<b>User Assigned ID:</b>	
<b>Enc Line (6s)/Status:</b>	0001/04

**Total Amount: \$3,000,000.00**

Bond No. T: 107824967  
B: 47-SUR-300124-01-0324

County Road (C.R.) 2 Widening and Resurfacing

December 30, 2022

DOCUMENT 00610 – PERFORMANCE BOND

CONTRACTOR (name and address):

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

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

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

OWNER (name and address): Okaloosa Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579  
850-689-5960

CONSTRUCTION CONTRACT

Effective Date of the Agreement: \_\_\_\_\_  
Amount: \$12,895,611.26  
Description (name and location): County Road (C.R.) 2 Widening and Resurfacing

BOND

Bond Number: T: 107824967 B: 47-SUR-300124-01-0324  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): \_\_\_\_\_  
Amount: \$12,895,611.26  
Modifications to this Bond Form:  None  See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

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

By: [Signature] Signature

L. Eugene Strickland  
Print Name

Vice President  
Title

Attest: [Signature] Signature

Witness  
Title

SURETY Travelers Casualty and Surety Company of America and Berkshire Hathaway Specialty Insurance Company

(seal)  
Surety's Name and Corporate Seal

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

Kevin R. Wojtowicz  
Print Name

Attorney-in-Fact & FL Licensed Resident Agent  
Title

Attest: [Signature] Signature

Amy Scott, Witness  
Title

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

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

**County Road (C.R.) 2 Widening and Resurfacing**

**December 30, 2022**

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

**END OF DOCUMENT 00610 – PERFORMANCE BOND**

Bond No. T: 107824967  
B: 47-SUR-300124-01-0324

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

County Road (C.R.) 2 Widening and Resurfacing

December 30, 2022

DOCUMENT 00620 - PAYMENT BOND

CONTRACTOR (name and address):

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

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

Travelers Casualty and Surety Company of America  
Berkshire Hathaway Specialty Insurance Company  
One Tower Square Harford, CT 06183 and  
1314 Douglas St., Ste 1400, Omaha NE 68102  
860-277-0111/800-475-4477

OWNER (name and address): Okaloosa Board of County Commissioners  
1250 N. Eglin Parkway  
Shalimar, FL 32579  
850-689-5960

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: \$12,895,611.26

Description (name and location): County Road (C.R.) 2 Widening and Resurfacing

BOND

T: 107824967

Bond Number: B: 47-SUR-300124-01-0324

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

Amount: \$12,895,611.26

Modifications to this Bond Form:  None  See Paragraph 14

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

CONTRACTOR AS PRINCIPAL

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

SURETY

Travelers Casualty and Surety Company of America and  
Berkshire Hathaway Specialty Insurance Company (seal)  
Surety's Name and Corporate Seal

By:   
Signature

Eugene Strickland  
Print Name

Vice President  
Title

Attest:   
Signature

Witness  
Title

By:   
Signature (attach power of attorney)

Kevin R. Wojtowicz  
Print Name

Attorney-in-Fact & FL Licensed Resident Agent  
Title

Attest:   
Signature

Amy Scott, Witness  
Title

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

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

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

16. Definitions

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

1. The name of the Claimant;

County Road (C.R.) 2 Widening and Resurfacing

May 2, 2023

- 2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 4. A brief description of the labor, materials, or equipment furnished;
- 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 7. The total amount of previous payments received by the Claimant; and
- 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without

limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

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

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

18. Modifications to this Bond are as follows:  
See below

END OF DOCUMENT 00620 - PAYMENT BOND

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





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

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

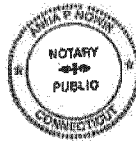
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023



  
Kevin E. Hughes, Assistant Secretary

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



Power Of Attorney

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

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

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By: David Fields, Executive Vice President

By: David Fields, Vice President

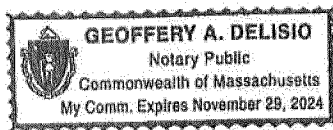


NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this 20th day of December, 2018.



[Signature of Officer]

Officer

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

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

**ARTICLE V.**

**CORPORATE ACTIONS**

\*\*\*\*

**EXECUTION OF DOCUMENTS:**

\*\*\*\*

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

**Section 4. Officers, Agents, and Employees:**

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

**ARTICLE IV**

**Officers**

**Section 1. Officers, Agents and Employees:**

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2023

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

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


<b>PRODUCER</b> PentaRisk Associates of Georgia P.O. Box 2196 Marietta GA 30061		<b>CONTACT NAME:</b> Robyn Byrd <b>PHONE (A/C, No, Ext):</b> 404-809-2551 <b>E-MAIL ADDRESS:</b> rbyrd@pentarisk.com		<b>FAX (A/C, No):</b> 404-809-2531
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Liberty Mutual Fire Insurance Company		23035
		<b>INSURER B:</b> RSUI Indemnity Company		22314
		<b>INSURER C:</b> Safety National Casualty Corporation		15105
		<b>INSURER D:</b> Indemnity National Insurance Company		18468
		<b>INSURER E:</b> Endurance American Specialty Insurance Company		41718
		<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 353423518 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-651-289907-103	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-651-289907-083	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	NHA102116 XS0001222 23 EXC30000098107	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	SP 4066411	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: County Road (C.R.) 2 Widening and Resurfacing (ITB PVW 06-23); Okaloosa County Board of County Commissioners their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors are added as additional insureds as required by written contract for General Liability and Auto Liability, per attached. General Liability and Auto Liability evidenced herein are Primary & Non-Contributory to other insurance available to the additional insureds as required by written contract, per attached. Waivers of Subrogation for General Liability, Auto Liability and Workers Compensation are granted in favor of the additional insureds as required by written contract, per attached. Excess Liability/Umbrella is following form for general liability, auto liability and employers' liability as referenced above. Notice of Cancellation to Others is provided in accordance with the policies provisions including 10-day notice for non-payment of premium.

<b>CERTIFICATE HOLDER</b>  Okaloosa County Board of County Commissioners 1250 N. Eglin Parkway Shalimar FL 32579	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You - Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence**
- Item 7. **Notice Of Occurrence**
- Item 8. **Unintentional Errors And Omissions**
- Item 9. **Bodily Injury Redefinition**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefinition**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Blanket Additional Insured Where Required By Written Contract**
  - Lessors of Leased Equipment
  - Managers or Lessors of Premises
  - Mortgagees, Assignees or Receivers
  - Owners, Lessees or Contractors
  - Architects, Engineers or Surveyors
  - Any Person or Organization
- Item 15. **Blanket Additional Insured – Grantors Of Permits**
- Item 16. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 17. **Other Insurance Amendment**
- Item 18. **Contractual Liability - Railroads**

Item 1. **Reasonable Force**

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. **Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

**Item 3. Damage To Premises Rented To You - Expanded Coverage**

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

**Item 4. Bodily Injury To Co-Employees**

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;

- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.
- C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 5. Health Care Professionals As Insureds**

- A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.
- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or
- (5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V - Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

**Item 6. Knowledge Of Occurrence**

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

**Item 7. Notice Of Occurrence**

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

**Item 8. Unintentional Errors And Omissions**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Item 9. Bodily Injury Redefinition**

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

**Item 10. Supplementary Payments - Increased Limits**

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.



**Item 11. Property In Your Care, Custody Or Control**

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

**Item 12. Mobile Equipment Redefinition**

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

**Item 13. Newly Formed Or Acquired Entities**

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 14. **Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. **Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
  - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
  - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

(5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

(6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations; or
- (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

**Item 15. Blanket Additional Insured – Grantors Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

**Item 17. Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**Item 18. Contractual Liability – Railroads**

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

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

**STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

Prepared by



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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

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3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

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

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 Delivery of Bonds and Evidence of Insurance

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

### 2.02 Copies of Documents

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

### 2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

**2.04 Preconstruction Conference; Designation of Authorized Representatives**

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

**2.05 Initial Acceptance of Schedules**

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

**2.06 Electronic Transmittals**

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE****3.01 Intent**

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.



- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

### 3.02 Reference Standards

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

### 3.03 Reporting and Resolving Discrepancies

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

**B. Resolving Discrepancies:**

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

**3.04 Requirements of the Contract Documents**

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

**3.05 Reuse of Documents**

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

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

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

responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

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

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

### **5.01 Availability of Lands**

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

### **5.02 Use of Site and Other Areas**

- A. *Limitation on Use of Site and Other Areas:*
  1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to

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

### 5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not

rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
    - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 Underground Facilities

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection

therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

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

#### 5.06 Hazardous Environmental Conditions at Site

- A. **Reports and Drawings:** The Supplementary Conditions identify:
  - 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  - 2. Technical Data contained in such reports and drawings.
- B. **Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express



identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be

deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

#### 6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

#### 6.03 Contractor's Insurance

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

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor

or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 Owner's Liability Insurance

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

#### 6.05 Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

#### 6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in

addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

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

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



**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES****7.01 Supervision and Superintendence**

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

**7.02 Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

**7.03 Services, Materials, and Equipment**

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

**7.04 "Or Equals"**

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that:
    - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design,
    - 2) be similar in substance to that specified, and
    - 3) be suited to the same use as that specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from that specified, and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

- 7.06 Concerning Subcontractors, Suppliers, and Others
- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
  - B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
  - C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
  - D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
  - E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
  - F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
  - G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
  - H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
  - I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
  - J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
  - K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
  - L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
  - M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
  - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 7.07 Patent Fees and Royalties

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

#### 7.08 Permits

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

## 7.09 Taxes

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

## 7.10 Laws and Regulations

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

## 7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

## 7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 Safety Representative

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

#### 7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 Shop Drawings, Samples, and Other Submittals

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

##### B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

##### 2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

##### D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to



determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
  8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. Resubmittal Procedures:
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
  2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible;  
or

2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 Indemnification

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

## 7.19 Delegation of Professional Design Services

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

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

## 8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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

#### 8.02 Coordination

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

#### 8.03 Legal Relationships

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

damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 Communications to Contractor

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

### 9.02 Replacement of Engineer

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

### 9.03 Furnish Data

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

### 9.04 Pay When Due

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

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

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

### 9.06 Insurance

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

### 9.07 Change Orders

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

- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

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

or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**10.03 Project Representative**

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

**10.04 Rejecting Defective Work**

- A. Engineer has the authority to reject Work in accordance with Article 14.

**10.05 Shop Drawings, Change Orders and Payments**

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.  
B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.  
C. Engineer's authority as to Change Orders is set forth in Article 11.  
D. Engineer's authority as to Applications for Payment is set forth in Article 15.

**10.06 Determinations for Unit Price Work**

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

**10.07 Decisions on Requirements of Contract Documents and Acceptability of Work**

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

**10.08 Limitations on Engineer's Authority and Responsibilities**

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.  
B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations

applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

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

#### 11.01 Amending and Supplementing Contract Documents

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



concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 Owner-Authorized Changes in the Work

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

#### 11.03 Unauthorized Changes in the Work

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

#### 11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
- b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 Change of Contract Times

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

#### 11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in

whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 Notification to Surety

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

## ARTICLE 12 – CLAIMS

#### 12.01 Claims

- A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. **Submittal of Claim:** The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
  - C. **Review and Resolution:** The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
  - D. **Mediation:**
    1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
    2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
    3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
  - E. **Partial Approval:** If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
  - F. **Denial of Claim:** If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
  - G. **Final and Binding Results:** If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK****13.01 Cost of the Work**

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less

- market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. **Costs Excluded:** The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. **Contractor's Fee:** When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

### 13.02 Allowances

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

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
  2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

**14.01 Access to Work**

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

**14.02 Tests, Inspections, and Approvals**

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor’s expense unless



Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 Defective Work

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

#### 14.04 Acceptance of Defective Work

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

#### 14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 Owner May Stop the Work

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

#### 14.07 Owner May Correct Defective Work

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

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD****15.01 Progress Payments**

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

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

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

#### 15.02 Contractor's Warranty of Title

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

#### 15.03 Substantial Completion

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

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

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

#### 15.04 Partial Use or Occupancy

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

**15.05 Final Inspection**

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

**15.06 Final Payment**

- A. Application for Payment:
1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
  2. The final Application for Payment shall be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all disputes that Contractor believes are unsettled; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. Engineer's Review of Application and Acceptance:
1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 Waiver of Claims

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

#### 15.08 Correction Period

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



- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 Owner May Suspend Work

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

### 16.02 Owner May Terminate for Cause

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

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 Contractor May Stop Work or Terminate

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

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES****17.01 Methods and Procedures**

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS****18.01 Giving Notice**

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

**18.02 Computation of Times**

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

**18.03 Cumulative Remedies**

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

**18.04 Limitation of Damages**

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

losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Headings

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

END OF DOCUMENT 00700 – GENERAL CONDITIONS

**DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS****GENERAL**

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

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

**ARTICLE 2 – PRELIMINARY MATTERS****2.02 Copies of Documents**

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

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

**2.03 Before Starting Construction**

Delete Paragraph 2.03 in its entirety.

**2.04 Preconstruction Conference; Designation of Authorized Representatives**

Delete Paragraph 2.04.A in its entirety and insert the following in its place:

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

**2.05 Initial Acceptance of Schedules**

Delete Paragraph 2.05 in its entirety.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE****3.04 Requirements of the Contract Documents**

Delete Paragraph 3.04.C in its entirety and insert the following:

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided FDOT Section 5-12 Claims by Contractor.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK****4.01 Commencement of Contract Times; Notice to Proceed**

Delete Paragraph 4.01.A in its entirety and insert the following in its place.

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A

Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the one hundred twenty-fifth (125th) day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

#### 4.04 Progress Schedule

- A. Amend Paragraph 4.04 where all references to Paragraph 2.05 should now read FDOT Section 8-3.2 Submission of Working Schedule.

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

#### 5.02 Use of Site and Other Areas

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

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

#### 5.03 Subsurface and Physical Conditions

Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

#### 5.06 Hazardous Environmental Conditions

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

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

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

**ARTICLE 6 – BONDS AND INSURANCE**

**6.01 Performance, Payment and Other Bonds**

Add the following paragraph immediately after Paragraph 6.01.C:

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

**6.02 Insurance – General Requirements**

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

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

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

- K. Where applicable, Okaloosa County Board of County Commissioners shall be shown as an Additional insured with a waiver of subrogation on the certificate of insurance.

**6.03 Contractor’s Insurance**

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

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

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

State:	Statutory
Federal, if applicable (e.g., Longshoreman’s):	Statutory
Employer’s Liability:	
Bodily injury, each accident	\$ 500,000
Bodily injury by disease, each employee	\$ 500,000
Bodily injury/disease aggregate	\$ 500,000

2. Contractor’s Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ 1,000,000
Products - Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ 1,000,000
Each accident	\$ 1,000,000
Property Damage:	

Each accident	\$ <u>500,000</u>
[or]	
Combined Single Limit of	\$ <u>1,000,000</u>

Additional Insureds: In addition to Owner (Okaloosa County Board of County Commissioners) include as additional insureds the following: DRMP, Inc.

Contractor's Pollution under Paragraph 6.03.F of the General Conditions

Each Occurrence	\$ <u>Not Required</u>
General Aggregate	\$ <u>Not Required</u>

4. Contractor's Professional Liability under Paragraph 6.03.H of the General Conditions

Each Occurrence	\$ <u>Not Required</u>
Annual Aggregate	\$ <u>Not Required</u>

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

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

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

### 7.02 Labor; Working Hours

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

- B. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

Add the following new paragraph immediately after Paragraph 7.02.B:

1. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

### 7.07 Patent Fees and Royalties

Delete Paragraphs 7.07.B and C in their entirety and replace with the following:

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



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

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

#### 7.10 Patent Fees and Royalties

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

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

#### 7.16 Shop Drawings, Samples and Other Submittals

Delete Paragraph 7.16 in its entirety.

#### 7.18 Indemnification

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

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

This indemnification shall survive the termination of this Contract. Nothing contained in this sub-article 7.18.A is intended to nor shall it constitute a waiver of the Owner's sovereign immunity.

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

#### 8.03 Legal Relationships

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

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer (both Design and CEI, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by mediation or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or mediation or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

### 10.03 Project Representative

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

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

advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

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

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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

#### 13.03 Unit Price Work

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

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

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

#### 15.01 Progress Payments

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

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

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

- C. Review of Application

1. Engineer will within 5 business days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

**15.02 Substantial Completion**

Add the following new subparagraph to Paragraph 15.03.B:

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

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

**16.04 Contractor May Stop Work or Terminate**

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

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

**ARTICLE 18 – MISCELLANEOUS**

**18.07 Controlling Law**

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

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

Add the following two sub articles to Article 18.

**18.09 Coordination of Contract Documents**

- A. The following documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work. In addition to the work and materials specified in the Standard Specifications as being included in any specific pay item, include in such pay items additional, incidental work not specifically mentioned, when so shown in the plans, or if indicated, or obvious

and apparent, as being necessary for the proper completion of the Work under such pay item and not stipulated as being covered under other pay items.

- B. In cases of discrepancy, the governing order of the documents is as follows:
  - 1. Modifications issued after the execution of the Agreement
  - 2. Agreement between Owner & Contractor for Construction Contract
  - 3. Addenda issued after the Bid Specifications were advertised to potential Bidders
  - 4. Supplementary Conditions
  - 5. EJCDC General Conditions, 2013 Edition
  - 6. Technical Specifications
  - 7. Construction Drawings
  - 8. Computed dimensions govern over scaled dimensions

18.10 Construction Closeout Requirements to County

- A. Immediately after being notified by the Engineer that all other requirements of the Agreement have been completed Contractor shall complete the following items
  - 1. Signed Release of Liens;
  - 2. Certificate of Insurance for a two-year period, letter from Contractor stating Certificate of Insurance will be maintained for two (2) years;
  - 3. Certifications from Surety that Payment/Performance Bond shall remain in effect one year following final payment;
  - 4. Consent of Surety for Final Payment;
  - 5. Final Invoice with Engineer's Recommendation, final payment of this Contract shall be made within sixty (60) days after completion by the Contractor of all Work covered by the Agreement and acceptance of such Work by the County;
  - 6. Record (As-Built) Drawing

END OF DOCUMENT 00800 – SUPPLEMENTARY CONDITION

**DOCUMENT 01010 – SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 Work Covered by the Contract Documents**

- A. The project intent is to widen and resurface County Road 2 from SR 189 to SR 85, approx. 9.3 miles. The project will widen each lane by 1' (from 10' to 11'), perform full-depth reclamation to the entire road, and repair/replace stormwater structures as needed. The project will also perform minor safety upgrades to the Big Horse Creek and Yellow River bridges.
- B. The WORK covered by the CONTRACT Documents include demolition, clearing and grubbing, earthwork, excavation, embankment, grading, curbing, sodding for stabilization and other WORK as shown on the construction drawings and described in the specifications.

**1.02 Work Sequence**

- A. The work sequence will be determined by the CONTRACTOR and will incorporate Utility Work Schedules provided in the Supplemental Conditions.

**1.02 Contractor's Use of Premises**

- A. The CONTRACTOR use and responsibilities of premises as shown on the construction drawings and described in the specifications.
- B. CONTRACTOR shall assume full responsibility for safety at the work site for all workers and visitors.
- C. The CONTRACTOR shall send proper notices, make all necessary arrangements, and perform all services required in the care and maintenance of all public utilities within the construction limits.

**PART 2 - PRODUCTS      OMITTED**

**PART 3 - EXECUTION      OMITTED**

END OF DOCUMENT 01010 – SUMMARY OF WORK

**DOCUMENT 01040 – PROJECT COORDINATION****PART 1 – GENERAL****1.01 Related Documents**

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

**1.02 Summary**

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
  - 1. Coordination.
  - 2. Administrative and supervisory personnel.
  - 3. General installation provisions.
  - 4. Cleaning and protection.

**1.03 Coordination**

- A. Coordination: Coordinate construction activities included under various sections of these Specifications to assure efficient and orderly installation of each part of the WORK. Coordinate construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
  - 1. Where installation of one part of the WORK is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
  - 1. Prepare similar memoranda for the OWNER and separate CONTRACTORS where coordination of their WORK is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the WORK. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project Close-out activities.

**1.04 Submittal**

- A. Coordination Drawings: Prepare and submit coordination Drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  - 1. Show the interrelationship of components shown on separate Shop Drawings.
  - 2. Indicate required installation sequences.
  - 3. Comply with requirements contained in Section 00700 Article 7.16



- B. Staff Names: Within 15 days of Notice to Proceed, submit a list of the CONTRACTOR's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

## **PART 2 - PRODUCTS      OMITTED**

## **PART 3 – EXECUTION**

### 3.01 General Installation Provisions

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which WORK is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing WORK. Secure WORK true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed WORK. Arrange joints in exposed WORK to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

### 3.02 Cleaning and Protection

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading
  - 2. Excessive internal or external pressures
  - 3. Excessively high or low temperatures
  - 4. Thermal shock
  - 5. Excessively high or low humidity
  - 6. Air contamination or pollution
  - 7. Water
  - 8. Solvents
  - 9. Chemicals

10. Puncture
11. Abrasion
12. Heavy traffic
13. Soiling, staining and corrosion
14. Bacteria
15. Rodent and insect infestation
16. Combustion
17. Electrical current
18. Improper lubrication
19. Unusual wear or other misuse
20. Contact between incompatible materials
21. Misalignment
22. Excessive weathering
23. Unprotected storage
24. Improper shipping or handling
25. Theft
26. Vandalism

END OF DOCUMENT 01040 – PROJECT COORDINATION

**DOCUMENT 01500 – TEMPORARY FACILITIES****PART 1 – GENERAL**

- 1.01 Temporary Storage and Office
- A. The CONTRACTOR shall provide for his own use at project site, such storage and office space as deemed necessary.
  - B. Provide Construction barriers and /or barricades, locations will be coordinated with the OWNER's Representative on the site, before installation.
  - C. Trailers and sheds as necessary shall be located with-in the construction barriers, and only with the ENGINEER's and OWNER's approval.
- 1.02 Use Charges
- A. Usage charges for temporary services of facilities are not chargeable to the Owner or the ENGINEER.
- 1.03 Regulations
- A. Comply with requirements of local laws and regulations governing construction and local industry standards, in the installation of temporary services and facilities.
- 1.04 Standards
- A. Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", the ANSI-AIO Series standards for "Safety Requirements for Construction and Demolition", and the NECA National Joint Guideline NJG-6 "Temporary Job Utilities and Services".
- 1.05 Inspections
- A. Inspect and test each service before placing temporary utilities in use. Arrange for inspections and tests by governing authorities, and obtain certifications and permits for use.
- 1.06 Submittals
- A. Submit copies of reports and permits required or necessary for the installation and operation; including any reports of tests, inspections and / or permits necessary for installation, use and operation of the temporary facilities.
- 1.07 Temporary Services
- A. Toilet Facilities
    1. The CONTRACTOR shall provide temporary, on-site toilet facilities for the duration of construction. Cleaning shall be conducted in accordance with 29 CFR 1926.51(c)(1).
  - B. General Utilities
    1. Water: The CONTRACTOR shall pay and provide for water needed for the Project during Construction.
    2. Power: The CONTRACTOR shall pay for electricity used for the Project during the Construction. CONTRACTOR shall coordinate with CHELCO for connection.
      - a. Comply with applicable requirements of NEMA, NECA and UL standards and governing regulations. Install temporary lighting of adequate illumination levels to perform the WORK specified as needed.
      - b. Comply with NECA pertaining to installation of temporary wiring service and grounding. Provide transformers, and over current protective devices at main distribution panel for power and light circuitry.
      - c. Provide disconnects for equipment circuits.

- 1.08 Protection of Occupants
- A. Provide all warning signs, temporary fencing, barricades, supports, partitions, etc. as required to provide protection to the occupants, and to exclude unauthorized persons from the WORK areas.
    - 1. Comply with recognized standards and code requirements for erection of barricades where needed to prevent accidents. Paint with appropriate colors and warning signs to inform personnel at the site and the public of the hazard being protected against. Provide lighting where needed, including flashing red lights where appropriate.
- 1.09 Lifting Devices and Hoisting
- A. Provide cranes, hoists, towers and other lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with proper guys, bracing and other safety devices as required by Local or State codes.
  - B. Remove towers and hoisting equipment when they are no longer needed, or as directed by the Architect.
- 1.10 First Aid Supplies
- A. Comply with governing regulations and recognized recommendations within the construction industry.
- 1.11 Rodent and Pest Control
- A. The CONTRACTOR shall retain a local exterminator and/or pest control company to perform extermination and control procedures at regular intervals so that the project will be relatively free of pests and their residues at all times during the construction project.
  - B. Any pest control operations will be done in a lawful manner using environmentally safe materials.
- 1.12 Collection and Disposal of Waste
- A. Establish a system for collection and disposal of waste materials. Enforce requirements strictly. Do not hold collected materials longer than seven (7) days during normal weather or three (3) days when the daily temperature is expected to rise above 80 degrees F. (27 degrees C).
  - B. Handle waste materials that are hazardous, dangerous, or unsanitary separately from other waste by containerizing.
  - C. Dispose of all waste material in a lawful manner.
- 1.13 Site Drainage
- A. Utilize the existing facilities for temporary drainage where feasible.
  - B. Maintain the existing site, existing building and construction areas free of water.
  - C. Dispose of rainwater in a lawful manner which will not result in flooding in project, nor endanger either existing or new WORK or temporary facilities.
  - D. Take necessary measures to prevent erosion.
- 1.14 Environmental Protection
- A. Conduct all construction activities, by means and methods that comply with any and all environmental regulations, to minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result from the performance of WORK at the site.
- 1.15 General Protection
- A. Provide protection from damage, dust, etc. to all items in vicinity of the CONTRACT WORK including, but not limited to, existing building surfaces, finishes, items of equipment, utilities, etc. The CONTRACTOR will repair any new damage caused and / or created due to this construction project, to Owner's satisfaction at no additional cost to Owner. (Non-Construction related damage would be exempt from this clause)

**PART 2 – PRODUCTS OMITTED**

**PART 3 – EXECUTION**

**3.01 General Operations**

- A. Supervision: Limit the availability of temporary services and facilities to essential and intended uses to minimize waste and abuse.
  - 1. Do not permit temporary installation to be abused or endangered.
- B. Maintenance: Operate and maintain temporary services and facilities in good operating condition and in a safe and efficient manner until removal is authorized.
  - 1. Do not overload services or facilities.
  - 2. Protect from damage by freezing temperatures and/or similar elements.
  - 3. Do not allow unsanitary and/or hazardous conditions to develop or persist on site.
- C. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and avoid the possibility of damage to the WORK or to temporary facilities.

**3.02 General Removal**

- A. Remove each temporary service and facility promptly when need has ended, or when it is replaced by use of a permanent facility, but no later than Substantial Completion.
- B. Complete or, if necessary, restore permanent WORK delayed because of interference with the temporary service or facility.
- C. Repair all damaged WORK, clean exposed surfaces and replace any WORK which cannot be repaired.
- D. Clean and renovate any permanent services and/or facilities that may have been used to provide a temporary service and/or facility during the construction period.

END OF DOCUMENT 01500 – TEMPORARY FACILITIES

**DOCUMENT 01700 – PROJECT CLOSE-OUT****PART 1 - GENERAL**

## 1.01 Related Documents

- A. Drawings and general provisions of Contract, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

## 1.02 Description of Requirements

- A. Definitions: Close-out is hereby defined to include general requirements near end of the Contract Time, in preparation for final acceptance, final payment and normal termination of contract.
- B. Specific requirements for individual units of WORK are specified in sections of Division 0 through 16. Time of close-out is directly related to the "Substantial Completion", and must be a single time period for entire WORK.

## 1.03 Prerequisites to Substantial Completion

- A. General: Prior to requesting the ENGINEER's inspection for certification of Substantial Completion, complete the following and list any known exceptions (if any) in request.
  1. The in-progress payment request will coincident with or first following date claimed, show either 100% completion for portion of WORK claimed as "Substantially Complete", or list incomplete items, value of incompleteness, and reasons for the items being incomplete.
  2. Include any supporting documentation required for completion as indicated in these Contract Documents.
  3. Submit statement showing accounting of any changes to the Contract Sum.
  4. Contractor shall notify and advise the OWNER of any pending insurance change over requirements.
  5. Submit specific warranties, workmanship / maintenance bonds, maintenance agreements, final certifications and similar documents.
  6. Obtain and submit releases enabling OWNER's full and unrestricted use of the WORK and access to services and utilities, including, where required, Occupancy Permits, operating certificates, and similar releases.
  7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.
  8. Complete the start-up testing of the systems, and deliver the instructions of the operating systems to the OWNER and / or maintenance personnel. Discontinue (or change over) and remove from project site all temporary facilities and services, along with any construction tools and facilities, mock-ups, and similar elements.
  9. Complete the final cleaning up requirements, including the touch-up of any marred surfaces as required.
  10. Touch-up and otherwise repair and restore marred exposed finishes.

## 1.04 Inspection Procedures

- A. Upon the receipt of the Contractor's request. The Engineer of Record will either proceed with the inspection or advise the Contractor of any prerequisites not fulfilled.
- B. Following the initial inspection, the Engineer of Record will either prepare a Certificate of Substantial Completion, or advise the Contractor of WORK that must be performed prior to the issuance of the certificate; and repeat the inspection when requested and assured that WORK has been substantially completed.
- C. The Contractor shall prepare a type written "punch-list" of items to be completed and attach it to the Substantial Completion Form. Results of the completed inspection will form initial "punch-list" for the final acceptance.

**1.05 Prerequisites to Final Acceptance**

- A. General: Prior to requesting the ENGINEER's final construction review for certification of final acceptance and final payment, as required by General Conditions, complete the following and list any known exceptions (if any) in request:
1. Submit final payment request with final releases and supporting documentation not previously submitted and/or accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit updated final statement, accounting for additional (final) changes to Contract Sum.
  3. Submit a certified copy of ENGINEER's "final punch-list" of itemized WORK to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the ENGINEER.
  4. Submit Consent of Surety.
  5. Submit Certified and Notarized Lien Release stating that all parties have been or will be paid (showing amounts).
  6. Submit final liquidated damages settlement statement, acceptable to OWNER.
  7. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Review Procedure: Upon receipt of Contractor's notice that WORK has been completed, including punch-list items resulting from earlier construction reviews, and excepting incomplete items delayed because of acceptable circumstances. The ENGINEER will re-inspect the WORK.
- C. Upon completion of review, the ENGINEER will either prepare the Certificate of Final Acceptance or advise the Contractor of WORK not completed or of obligations not fulfilled as required for final acceptance.
- D. If necessary, procedure will be repeated.

**1.06 Equipment Close-out**

- A. General Operating / Maintenance Instructions: Arrange for each installer of the WORK that requires a continuing maintenance or operation, to meet with OWNER's personnel, at the project site, to provide basic instructions needed for the proper operation and any type of equipment maintenance.
1. Include instructions by manufacturer's representatives where installers are not experts in the required procedures.
  2. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities.
  3. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy /efficiency adjustments, and similar operations.
  4. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

**1.07 Final Cleaning**

- A. For any special cleaning requirements for the specific units of WORK, would be specified in individual sections, of Divisions 2 through 16.
- B. General cleaning during the progress of WORK is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division.
- C. Provide final cleaning of the WORK, at time indicated, consisting of cleaning each surface or unit of WORK to normal "clean" condition as expected for a first-class building cleaning and maintenance program.
- D. Comply with the manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
1. Remove labels which are not required as permanent labels.

2. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing any substances which are noticeable as a vision obscuring material. Replace broken glass and all damaged transparent materials.
  3. Clean all exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to the original reflective condition.
  4. Wipe surfaces of mechanical and electrical equipment clean; remove any excess lubrication and other substances.
  5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, attics and similar spaces.
  6. Clean all light fixtures and lamps so as to function with full efficiency.
  7. Clean the project site (within limits of construction), including landscape areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits.
- E. Removal of Protection: Except as otherwise indicated or requested by the ENGINEER and / or OWNER. Remove all temporary protection devices and facilities.
- F. Comply with safety standards and governing regulations for the cleaning operations. Do not burn waste materials at site, or bury any debris or excess materials on the OWNER's property, or discharge volatile or other harmful or dangerous materials into the drainage systems. Remove all waste materials from site and dispose of in a lawful manner.
- G. When extra materials are remaining after the completion of associated WORK, which have become the OWNER's property, dispose of these to OWNER's best advantage as directed.

END OF DOCUMENT 01700 – PROJECT CLOSE-OUT



**DOCUMENT 01750 – RECORD DOCUMENTS****PART 1 – GENERAL****1.01 Related Documents**

- A. Drawings and general provisions of CONTRACT, including General and Supplementary General Conditions and other Division-0 Specification sections, apply to the WORK of this section.

**1.02 Summary**

- A. Section includes administrative and procedural requirements for the record set of documents, including the following;
  - 1. Record Set of Drawings.
  - 2. Record Set of Specifications.
- B. Related Sections:
  - 1. Section 01700 - Project Close-Out.

**1.03 Record Document Submittal**

- A. Submit the following copies of the Record Documents during or prior to the Project Close-out:
  - 1. Provide one complete full-size color copies, of the "marked-up" record set of drawings.
  - 2. Provide one complete "marked-up" record set of specifications.
- B. Copies are to be distributed, one of each type to the OWNER.

**1.04 Use and Storage**

- A. Store the Record Documents in the field office apart from the documents used for the construction. Do not use the Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition. Make all documents and samples available at all times for the OWNER, ENGINEERS and / or Building Inspectors as needed.
- B. Each CONTRACTOR is responsible for obtaining, recording, and maintaining the Record Documents information for its own WORK. The CONTRACTOR is responsible for coordinating the information, where information from more than one CONTRACTOR is to be integrated with the information from other CONTRACTORS to form one combined record.

**1.05 Record Drawings**

- A. Mark the Record Drawings to show the actual installation where the locations vary from the installation locations shown originally. Give particular attention to information on the concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
  - 1. Measured horizontal and vertical locations of underground utilities and other appurtenances, referenced to permanent surface improvements.
  - 2. Locations of concealed internal utilities and appurtenances.
  - 3. Actual equipment locations.
  - 4. Revisions to routing of piping and conduits.
  - 5. Duct size and routing.
  - 6. Depths of foundations below the first floor.
  - 7. Revisions to electrical circuitry.
  - 8. Dimensional changes to the Drawings.
  - 9. Revisions to details on the Drawings.
  - 10. Details not on the original CONTRACT Drawings.
  - 11. Changes made following the OWNER's written orders.
  - 12. Changes made by Addendum, Change Orders, Requests for Information (RFIs), or ENGINEER's Supplemental Instructions (ASIs).

- B. Mark the Record Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in the production of the marked-up Record Documents.

#### 1.06 Record Specifications

- A. Mark the Record Specifications to show Addendums, Change Orders, Requests for Information (RFIs), or ENGINEER's Supplemental Instructions (ASIs).
- B. Indicate on the Record Specifications the actual product that was installed where the installation varies from the Specifications, addenda and CONTRACT modifications.
  - 1. Give particular attention to information on concealed products and the installations that cannot be readily identified and recorded later.
  - 2. Mark the Record copy with the propriety name and model number of products, materials and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, installer and other necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether the record Product Data has been submitted in the operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders and turnover drawings where applicable.

### **PART 2 – PRODUCT      OMITTED**

### **PART 3 – EXECUTION**

#### 3.01 Preparation

- A. Daily mark the Record Documents to show the actual conditions where the installation varies from that shown originally. Require the individual or entity who obtained the record data, whether that individual or entity is the Installer, Sub-contractor or similar entity to provide the information for the preparation of the corresponding marked-up Record Set of Drawings.
  - 1. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - 2. Accurately record information in an acceptable drawing technique.
  - 3. Record data as soon as possible after obtaining it.
  - 4. Record and check the mark-up before enclosing the concealed installations.
  - 5. Record the changes and modifications as they occur. Do not wait until the end of the Project.

#### 3.02 Recording

- A. During construction, maintain an extra set of the CONTRACT Documents specifically for the purpose of creating the Record Documents. Keep them separate from the set used for construction.
  - 1. Stamp each sheet of the Record Drawings and the cover of the Record Specifications in the lower right-hand corner with a reasonably large ink stamp to read "Record Set".
  - 2. Mark Record Set Documents with a red pencil or pen. Use other colors to distinguish between changes for different categories of the WORK at the same location or for clarity. (All marks shall be photo reproducible.)
  - 3. Mark the record documents completely and accurately.
  - 4. Indicate any additional important information that was either shown schematically or omitted from the CONTRACT Documents.
  - 5. Mark the Record Documents to indicate actual WORK done that deviates from the CONTRACT Documents.
- B. Maintain the Record Documents in good order and in a clean, dry, legible condition.
- C. Make all Record Documents and samples available at all times for the OWNER, ENGINEERS and / or Building Inspectors as needed.

- D. After completing the preparation of the Record Documents, prepare the drawings and specifications for distribution.
- E. Submit the Record Documents, whether or not any changes and / or additional information was recorded.

END OF DOCUMENT 01750 – RECORD DOCUMENTS

ADDENDUM 01 Consists of a Cost Estimate Rework Sheet, six pages of Technical Special Provisions that have been superseded by ADDENDUM 02, and drawing sheets the number of which are given on the first sheet of the drawings (the drawings are provided as a separate document which is part of this contract).

**ADDENDUM 1**

**January 31, 2023**

**ITB PW 06-23**

**County Road (C.R.) 2 Widening and Resurfacing Project**

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.

**This addendum is to add updated bid schedule, which should be used to list pricing for the referenced bid and technical specifications, construction plans and drawings for the project.**

**The ITB opening date remains April 5, 2023 at 3:00 P.M. (CST)**

C.R. 2 PROJECT COST ESTIMATE (REWORK BASE OPTION)							
SP C	A LT	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	QUANTITY TOTAL
		101-1	MOBILIZATION	LS			
		102-1	MAINTENANCE OF TRAFFIC (185 DAYS)	LS			
		102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AND MAILBOX TURNOUTS	CY	2466.0		
		102-78	TEMPORARY RETROFLECTIVE PAVEMENT MARKERS	EA	2442		
		102-104	TEMPORARY SIGNALIZATION AND MAINT. OF INTERSECTION	ED	120		
		102-909	TEMPORARY RAISED RUMBLE STRIPS	DA	350		
		104-1	ARTIFICIAL COVERINGS	SY	1717		
		104-10-3	SEDIMENT BARRIER	LF	9813		
		110-1-1	CLEARING AND GRUBBING	AC	41.4		
		110-3-6	REMOVAL OF EXISTING STRUCTURES/BRIDGE	SF	2247.0		
		110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1054.00		
		110-7-1	MAILBOX, F&I	EA	20		
		120-1	REGULAR EXCAVATION	CY	11886.0		
		120-6	EMBANKMENT	CY	23938.0		
		160-4	TYPE B STABILIZATION	SY	76844		
		285-700	REWORK AND COMPACT EXISTING ASPHALT AND BASE, 9" AVERAGE DEPTH	SY	108488		
		285-706	OPTIONAL BASE GROUP 6	SY	26956		
		286-1	TURNOUT CONSTRUCTION	SY	1085		
		327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG. DEPTH	SY	1463		
		334-1-52	SUPERPAVE ASPHALTIC CONCRETE B, PG 76-22	TN	18277.4		
		339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	477.4		
		400-2-4	CLASS II CONCRETE (SUPERSTRUCTURE)	CY	0.9		
		425-1-551	INLETS, DT BOT, TYPE E, <10'	EA	1		
		425-2-43	MANHOLES, P-7, PARTIAL	EA	1		
		430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	223		
		430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	130		
		430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 18" SD	LF	90		
		430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 24" SD	LF	39		
		430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	21		
		430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	80		
		430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	59		
		430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	4		
		430-175-142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	LF	3		
		430-175-148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	LF	27		
		430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	9		
		430-530-100	STRAIGHT CONCRETE ENDWALLS, 30", SINGLE, 0 DEGREES, ROUND	EA	5		
		430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	2		

SUPERSEDED BY ADDENDUM 02

# **CR 2 Resurfacing and Widening Project**

## **Technical Special Provisions**



### **Okaloosa County, Florida**

1759 S. Ferdon Blvd  
Crestview, FL 32536

**THESE TECHNICAL SPECIAL PROVISIONS ARE INTENDED TO SUPPLEMENT  
THE 2022 FDOT STANDARD SPECIFICATIONS 283**

The MOT plans should allow for vehicular traffic during and after the reclamation process. The reclamation process shall be limited to no more than 1 mile (or as determined by the engineer) before the structural course is applied for that section. The graded reclaimed base material shall be to the proper grades and slopes prior to opening to traffic and shall be firm and unyielding. No transverse drop-offs of 1" or greater shall exist when base is opened to traffic. Longitudinal drop-offs shall not exceed 2". In no case shall base be open to traffic for more than 72 hours. Repair any damage to the base caused by traffic prior to paving structural course with no additional compensation.

**FULL DEPTH RECLAMATION**

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement and existing base course material. The production of the stabilized base course shall be done by full-depth in-place reclamation; processing and blending of the existing pavement and base materials. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the Plans. Utilize Universal Total Stations (UTS) equipment to ensure conformity.

Existing asphalt pavement base shall be processed by a method that does not damage the material below the plan depth as shown on the appropriate roadway typical section(s). It is expected a combination of milling and mixing will be required.

**PART 1 - MATERIALS**

- a. Produce a test strip of 1000' wherein the reclamation operation is demonstrated. The process established during the test strip shall be identical to the full production process. A minimum of three samples from this test strip shall be supplied to an accredited laboratory for preliminary testing to confirm that the materials meet the specifications in 2022 FDOT Standard Specifications 914. Samples shall also be taken within the test strip to determine proctor values for use in field density testing per FM1-T180. Acceptable lab results, and continued field performance equal to the test strip, shall be the basis for continuing the work. In the event of a significant change in the process or existing material, as determined by the engineer, repeat the test strip procedure to establish new production criteria.
- b. Materials. Obtain the reclaimed base material by either an in-place reclamation process or milling and mixing the existing asphalt pavement and base per Project Plans. Conduct a minimum of three extraction gradation analyses of the reclaimed base material.

- i. Produce material so that at least 97% (by weight) passes a 2-inch sieve and is graded uniformly down to dust.
- ii. The Engineer may require further processing of reclaimed base material to meet the gradation criterion. Perform all processing before the material is graded to final template.

## **PART 2 – CONSTRUCTION**

- a. The base shall not be mixed or placed while the atmospheric temperature is below 35° F or when conditions indicate that the temperature may fall below 35° F within 24 hours, or when the weather is foggy or rainy, or when the soil or base is frozen. Do not expose more than 1 mile of roadway at a time.
- b. When the existing subgrade and base is to be widened, excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to roadway reclamation operations. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor. The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material shall be placed in the excavation uniformly and without loss or contamination, per the construction plans. Correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.
- c. The existing pavement and base material shall be processed and blended to the depth required so the entire mass of material shall be uniformly graded and meet the requirements of Section 914 of the 2022 FDOT Standard Specifications and this specification. Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclamation process may be necessary to achieve the required gradation.
- d. After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material that was proven successful in the test strip.
- e. Rolling shall be performed until no displacement is observed. Rolling/compacting patterns shall be established so that starting and stopping on uncompacted reclaimed material is kept to a minimum or eliminated, if possible. Starting and stopping should be done on previously compacted reclaimed material or on the existing pavement. Any type of rolling that result in cracking, movement, or other types of pavement distress shall be discontinued until the problem can be resolved. Care shall be exercised in rolling the edges of the reclaimed mixture, so the line and grade of the edge are maintained.
- f. Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to



the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

- g. When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the Plans, approved base material shall be placed on the roadway prior to the final reclamation pass and mixed uniformly with the existing material.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface.

- h. After the final pass of the reclamation process, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm and unyielding, even surface.
- i. Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross sections. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. All irregularities greater than 1/2" over ten feet shall be corrected to the satisfaction of the Engineer.
- j. Construct base in sections of not less than 300 feet in length. For construction of mainline pavement lanes, turn lanes and shoulders, a LOT is defined as a single lift of finished base not to exceed 500 feet.
- k. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the entire width and depth of the course that is being compacted.
- l. Additional Base Materials - Additional base materials may be needed for adjusting grade elevations as directed by the Engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

### **PART 3 – SAMPLING AND TESTING**

- a. Employ a full-time, Earthwork Level II Qualified Technician to control field operations and perform acceptance testing in the field. Upon completion of the project, all field-testing records shall be submitted to the owner and an officer of the Contractor shall certify the project was constructed in substantial compliance with the Contract

Documents. A QC Manager shall oversee all field and laboratory sampling and testing and provide a certified monthly compliance statement that materials and products meet the requirements of the Contract Documents. For the laboratory testing requirements refer to Part 3, d and FDOT Standard Specifications 283. Density testing shall be solely based on QC laboratory testing results. The compliance statement shall accompany the Contractor's Pay Application for the same month period.

- b. The depth of Reclaimed Base shall be determined by measuring compacted base after grading to Plan template. One depth measurement per LOT of completed base course shall be made. Any section deficient by  $\frac{1}{2}$ " or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the County's option, cores may be taken by the Engineer in the finished product to further ensure base thickness meets requirements.
- c. Within the entire limits of the width and depth of the base, obtain a minimum density in any LOT of **95%** of modified Proctor maximum density as determined by FM1-T180. The field density of the compacted mixture shall be determined from samples of the completed base material. One nuclear density test shall be taken per LOT of completed base course prior to paving.
- d. Lab Proctors shall remain in effect as long as the materials remain unchanged. Additional sampling and testing shall be required if major changes in RAP characteristics or existing soil characteristics are observed, such as a much coarser or finer gradation, or when considerable variability is occurring in the field test results. In the event of a change in material, or two consecutive LOTs where nuclear density test results exceed 105%, the proctor shall be deemed un-representative and a new test strip performed in accordance with this specification.
- e. Check the finished surface of the base course with a with a 15-foot straightedge laid transverse and parallel to the centerline of the road at 100' intervals or where the engineer deems irregularities are visible. Correct all irregularities greater than  $\frac{1}{2}$ " to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified.
- f. All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

**Part 4 – Priming and Maintaining:**

- a. Priming: Once the section is finally graded, apply a prime coat per 2022 FDOT Standard Specifications 300.
- b. Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

**PART 5 – BASIS OF PAYMENT**

Measurement for this bid unit shall be per square yard. Prices shall be full compensation for the removal and processing of the existing pavement and base materials; for preparing, hauling, and placing all materials; for all freight involved; for all manipulations, including rolling, shaping, grading and prime; and for all labor, tools, equipment, quality control testing and incidentals necessary to complete the work. No price adjustments shall be made for over-thickness; however, the Engineer reserves the right to adjust prices for deficient thickness base that is approved to remain in place by the Engineer.

**END OF SECTION**

Addendum-1

430-542-100	STRAIGHT CONCRETE ENDWALLS, 42",SINGLE,0 DEGREES, ROUND	EA	2	
430-548-100	STRAIGHT CONCRETE ENDWALLS, 48",SINGLE,0 DEGREES, ROUND	EA	5	
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	5	
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	3	
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	36	
430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	14	
430-984-625	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 18" SD	EA	6	
430-984-629	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 24" SD	EA	2	
431-1-618	PIPE LINER, COATING, 18"	LF	37	
431-1-624	PIPE LINER, COATING, 24"	LF	192	
431-1-648	PIPE LINER, COATING, 48"	LF	73	
432-3-4	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 24"	EA	4	
432-3-8	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 48"	EA	1	
460-71-1	METAL TRAFFIC RAILING, THRIE BEAM RETROFIT	LF	2434	
522-1-100	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	280	
524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	79.0	
530-3-4	RIPRAP, RUBBLE F&I DITCH LINING	TN	24	
536-1-1	GUARDRAIL - ROADWAY, GEN TL-3	LF	4774	
536-73	GUARDRAIL REMOVAL	LF	2090	
536-8122	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER F&I-INDEX 536-002, APPROACH TL-3	EA	4	
536-85-20	GUARDRAIL END ANCHORAGE ASSEMBLY, TRAILING ANCHORAGE	EA	10	
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY, PARALLEL	EA	10	
546-71-1	RAISED RUMBLE STRIP SET - PERMANENT	PS	8	
570-1-1	PERFORMANCE TURF	SY	144317	
570-1-2	PERFORMANCE TURF, SOD	SY	27363	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	45	
700-1-60	SINGLE POST SIGN, REMOVE	AS	54	
705-10-1	OBJECT MARKER, TYPE I	EA	15	
705-10-2	OBJECT MARKER, TYPE II	EA	42	
705-10-3	OBJECT MARKER, TYPE III	EA	8	
705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA	24	
706-1-1	RAISED PAVEMENT MARKER	EA	2454	
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	404	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.080	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	13	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	12	
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (BIKE)	EA	4	
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	EA	4	
711-16-101	THERMOPLASTIC, STANDARD-OTHER, WHITE, SOLID, 6"	GM	19.163	
711-16-201	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SOLID, 6"	GM	11.600	
711-16-231	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SKIP, 6"	GM	5.810	
			PROJECT TOTAL:	



**ADDENDUM 2**

**February 6, 2023**

**ITB PW 06-23**

**County Road (C.R.) 2 Widening and Resurfacing Project**

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.

**This addendum is to incorporate cement into the Full Depth Reclamation and answer vendor questions.**

1. What is the engineers estimated price for this project? \$10-\$15 million
2. Page 00100-2 in the ITB says the Pre-Bid conference in on February 22, 2023. Vendor Registry has the Pre-Bid scheduled for February 23, 2023; can you please clarify the correct date for the Pre-bid conference? The Pre-Bid conference is **February 23, 2023** at 9:00.

The following items are updated and attached hereto for your reference:

- Replace the CR2 Resurfacing Technical Special Provisions with the attached CR2 Resurfacing Technical Special Provision
- Replace Sheet SQ-1, drawing 145 of 201 with attached Sheet SQ-1, drawing 145 of 201. Changes are highlighted in yellow (Note 6)

**The ITB opening date remains April 5, 2023 at 3:00 P.M. (CST)**

# CR 2 Resurfacing and Widening Project

## Technical Special Provisions



### Okaloosa County, Florida

1759 S. Ferdon Blvd  
Crestview, FL 32536

**THESE TECHNICAL SPECIAL PROVISIONS ARE INTENDED TO SUPPLEMENT  
THE 2022 FDOT STANDARD SPECIFICATIONS 283**

The MOT plans should allow for vehicular traffic during and after the reclamation process. The reclamation process shall be limited to no more than 1 mile (or as determined by the engineer) before the structural course is applied for that section. The graded reclaimed base material shall be to the proper grades and slopes prior to opening to traffic and shall be firm and unyielding. No transverse drop-offs of 1" or greater shall exist when base is opened to traffic. Longitudinal drop-offs shall not exceed 2". In no case shall base be open to traffic for more than 72 hours. Repair any damage to the base caused by traffic prior to paving structural course with no additional compensation.

**FULL DEPTH RECLAMATION**

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement and existing base course material with cement added. The production of the stabilized base course shall be done by full-depth in-place reclamation; processing and blending of the existing pavement and base materials. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the Plans. Utilize Universal Total Stations (UTS) equipment to ensure conformity.

Existing asphalt pavement base shall be processed by a method that does not damage the material below the plan depth as shown on the appropriate roadway typical section(s). It is expected a combination of milling and mixing will be required.

**PART 1 - MATERIALS**

- a. Produce a test strip of 1000' wherein the reclamation operation is demonstrated. The process established during the test strip shall be identical to the full production process. A minimum of three samples from this test strip shall be supplied to an accredited laboratory for preliminary testing to confirm that the materials meet the specifications in 2022 FDOT Standard Specifications 914. Samples shall also be taken within the test strip to determine proctor values for use in field density testing per FM1-T180. Acceptable lab results, and continued field performance equal to the test strip, shall be the basis for continuing the work. In the event of a significant change in the process or existing material, as determined by the engineer, repeat the test strip procedure to establish new production criteria.
- b. Materials. Obtain the reclaimed base material by either an in-place reclamation process or milling and mixing the existing asphalt pavement and base per Project Plans. Conduct a minimum of three extraction gradation analyses of the reclaimed base material.

- i. Produce material so that at least 97% (by weight) passes a 2-inch sieve and is graded uniformly down to dust.
- ii. The Engineer may require further processing of reclaimed base material to meet the gradation criterion. Perform all processing before the material is graded to final template.
- iii. Add portland cement conforming to ASTM C 150, Type I, mixed in uniformly with the existing material. The amount to be added should be between 4 to 10% by weight. The plan quantity was initially determined to be 6% by weight. The contractor shall determine the optimum amount to be added based on laboratory testing.

## **PART 2 – CONSTRUCTION**

- a. The base shall not be mixed or placed while the atmospheric temperature is below 35° F or when conditions indicate that the temperature may fall below 35° F within 24 hours, or when the weather is foggy or rainy, or when the soil or base is frozen. Do not expose more than 1 mile of roadway at a time.
- b. When the existing subgrade and base is to be widened, excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to roadway reclamation operations. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor. The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material shall be placed in the excavation uniformly and without loss or contamination, per the construction plans. Correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.
- c. The existing pavement, ~~and~~ base material and cement shall be processed and blended to the depth required so the entire mass of material shall be uniformly graded and meet the requirements of Section 914 of the 2022 FDOT Standard Specifications and this specification. Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclamation process may be necessary to achieve the required gradation.
- d. After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material that was proven successful in the test strip.
- e. Rolling shall be performed until no displacement is observed. Rolling/compacting patterns shall be established so that starting and stopping on uncompacted reclaimed material is kept to a minimum or eliminated, if possible. Starting and stopping should be done on previously compacted reclaimed material or on the existing pavement. Any type of rolling that result in cracking, movement, or other types of pavement



distress shall be discontinued until the problem can be resolved. Care shall be exercised in rolling the edges of the reclaimed mixture, so the line and grade of the edge are maintained.

- f. Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.
- g. When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the Plans, approved base material shall be placed on the roadway prior to the final reclamation pass and mixed uniformly with the existing material.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface.

- h. After the final pass of the reclamation process, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm and unyielding, even surface.
- i. Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross sections. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. All irregularities greater than ½" over ten feet shall be corrected to the satisfaction of the Engineer.
- j. Construct base in sections of not less than 300 feet in length. For construction of mainline pavement lanes, turn lanes and shoulders, a LOT is defined as a single lift of finished base not to exceed 500 feet.
- k. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the entire width and depth of the course that is being compacted.
- l. Additional Base Materials - Additional base materials may be needed for adjusting grade elevations as directed by the Engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

**PART 3 – SAMPLING AND TESTING**

- a. Employ a full-time, Earthwork Level II Qualified Technician to control field operations and perform acceptance testing in the field. Upon completion of the project, all field-testing records shall be submitted to the owner and an officer of the Contractor shall certify the project was constructed in substantial compliance with the Contract Documents. A QC Manager shall oversee all field and laboratory sampling and testing and provide a certified monthly compliance statement that materials and products meet the requirements of the Contract Documents. For the laboratory testing requirements refer to Part 3, d and FDOT Standard Specifications 283. Density testing shall be solely based on QC laboratory testing results. The compliance statement shall accompany the Contractor's Pay Application for the same month period.
- b. The depth of Reclaimed Base shall be determined by measuring compacted base after grading to Plan template. One depth measurement per LOT of completed base course shall be made. Any section deficient by  $\frac{1}{2}$ " or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the County's option, cores may be taken by the Engineer in the finished product to further ensure base thickness meets requirements.
- c. Within the entire limits of the width and depth of the base, obtain a minimum density in any LOT of **95%** of modified Proctor maximum density as determined by FM1-T180. The field density of the compacted mixture shall be determined from samples of the completed base material. One nuclear density test shall be taken per LOT of completed base course prior to paving.
- d. Lab Proctors shall remain in effect as long as the materials remain unchanged. Additional sampling and testing shall be required if major changes in RAP characteristics or existing soil characteristics are observed, such as a much coarser or finer gradation, or when considerable variability is occurring in the field test results. In the event of a change in material or two consecutive LOTs where nuclear density test results exceed 105%, the proctor shall be deemed un-representative and a new test strip performed in accordance with this specification.
- e. Check the finished surface of the base course with a with a 15-foot straightedge laid transverse and parallel to the centerline of the road at 100' intervals or where the engineer deems irregularities are visible. Correct all irregularities greater than  $\frac{1}{2}$ " to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified.
- f. All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

**PART 4 – PRIMING AND MAINTAINING:**

- a. Priming: Once the section is finally graded, apply a prime coat per 2022 FDOT Standard Specifications 300.
- b. Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

**PART 5 – BASIS OF PAYMENT**

Measurement for this bid unit shall be per square yard. Prices shall be full compensation for the removal and processing of the existing pavement and base materials; for preparing, hauling, and placing all materials; for all freight involved; for all manipulations, including rolling, shaping, grading and prime; and for all labor, tools, equipment, quality control testing and incidentals necessary to complete the work. No price adjustments shall be made for over-thickness; however, the Engineer reserves the right to adjust prices for deficient thickness base that is approved to remain in place by the Engineer.

**END OF SECTION**

Addendum-2

PAY ITEM NOTES  
=====

1. 101-1: INCLUDES PAYMENT FOR MOWING AND LITTER REMOVAL EVERY 30 DAYS FOR THE DURATION OF THE PROJECT. REFER TO THE MOWING AND LITTER REMOVAL SUMMARY TABLE.
2. 102-3: UTILIZE RECLAIMED ASPHALT PAVEMENT (RAP) FOR DRIVEWAY MAINTENANCE AND MAILBOX TURNOUTS.
3. 102-000: TEMPORARY RAISED RUMBLE STRIPS TO BE PROVIDED AT THE INTERSECTION OF SR 189 AND SR 85 ONCE THE EXISTING RUMBLE STRIPS ARE REMOVED. THESE TEMPORARY STRIPS ARE TO BE PLACED THE SAME DAY THE EXISTING STRIPS ARE REMOVED. TEMPORARY RAISED RUMBLE STRIPS ALSO TO BE UTILIZED FOR LANE CLOSURES, PER STANDARD PLANS 102-603, AND ARE TO BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. 110-1-1: INCLUDES THE COST OF REMOVING VEGETATION FROM EXISTING DITCH PAVEMENT AND BREAKING ALL EXISTING HEADWALLS THAT ARE BEING EXTENDED DOWN TO AT LEAST 1' BELOW GRADE.
5. 120-1:  
120-6: EARTHWORK CALCULATED UTILIZING THE LINEROCK BASE OPTION.
6. 285-000: THIS WORK SHALL CONSIST OF THE PREPARATION OF A STABILIZED SUBGRADE COURSE (COMPOSED OF THE EXISTING ASPHALT PAVEMENT, EXISTING BASE COURSE MATERIALS AND ADDED PORTLAND CEMENT). THE PRODUCTION OF THE STABILIZED SUBGRADE COURSE SHALL BE DONE BY FULL DEPTH RECLAIMATION, PROCESSING AND BLENDING OF THE EXISTING PAVEMENT BASE MATERIALS WITH CEMENT ADDED TO THE MIX. REFER TO THE RECLAIMATION TECHNICAL SPECIFICATION PROVIDED AS PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT.
7. 430-174-110: ALL STORMWATER PIPE SHALL BE RCP. ALL PAY ITEMS REFERENCING OPTIONAL  
430-174-124: MATERIALS SHALL BE RCP UNLESS OTHERWISE NOTED IN THE SUMMARY OF  
430-174-218: QUANTITY CONSTRUCTION REMARKS.  
430-174-224  
430-175-118  
430-175-124  
430-175-130  
430-175-136  
430-175-142  
430-175-148
8. 546-71-1: RUMBLE STRIP SETS TO BE CONSTRUCTED PER STANDARD PLANS 546-001 AND ARE TO BE PLACED FOR WESTBOUND TRAFFIC AT THE INTERSECTION OF S.R. 189 AND EASTBOUND TRAFFIC AT THE INTERSECTION OF S.R. 85.
9. 570-1-2: IF THE SLOPE EXCEEDS 1:3 THEN SOD MUST BE LAPPED.
10. 705-10-1: INCLUDES PAYMENT FOR TYPE 1 OBJECT MARKERS, 3 PER INTERSECTION.
11. 705-10-2: INCLUDES PAYMENT FOR TYPE 2 OBJECT MARKERS, 2 PER CROSS DRAIN.
12. 705-10-3: INCLUDES PAYMENT FOR TYPE 3 OBJECT MARKERS, 4 PER BRIDGE.
13. 711-15-101: THE EDGE LINES ON C.R. 2 ARE TO BE 6" THERMOPLASTIC MARKINGS TO BE PLACED ACCORDING TO STANDARD PLANS 711-001. SEE SPECIAL DETAILS SHEET FOR ADDITIONAL INFORMATION.
14. 711-16-125: REPLACE EXISTING STOP LINES AT THEIR EXISTING LOCATIONS. THIS INCLUDES THE INTERSECTION OF C.R. 2 AT S.R. 189 AND S.R. 85, ON PEACOCK ROAD (LEFT), ON JAMES PEACOCK ROAD (RIGHT), ON OLD RIVER ROAD (BOTH DIRECTIONS), ON HWY. 602 (LEFT), ON SENTERPITT ROAD (RIGHT), AND 4 FLAG ROAD (LEFT). NEW STOP LINES ARE TO BE PLACED AT CRESTON GARDEN ROAD (LEFT), JAMES PEACOCK ROAD, YELLOW RIVER BAPTIST CHURCH ROAD, ROAD RAMP, CLARY ROAD AND HARPER ROAD.
15. 711-16-160: REPLACE THE EXISTING STOP MESSAGES AT THEIR EXISTING LOCATIONS. STOP MESSAGES TO BE REPLACED ON HWY. 602 AT THE INTERSECTION OF C.R. 2 (LEFT) AND HWY. 602.
16. 711-16-201: BREAK THE CENTERLINE MARKINGS ACROSS SIDE STREETS AT THE RADIUS POINT OF THE SIDE STREET. REPLACE EXISTING DOUBLE YELLOW CENTERLINE ON THE SIDE STREET PER STANDARD PLANS 711-001.

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
101-1	MOBILIZATION				

REVISIONS				DRAWN BY DMM, Inc. 2111 Thomas Drive, Suite 1 Panama City, Beach, FL 32408 Phone: (850) 387-1262 Fax: (850) 450-0073 Jann Aighehmana, P.E. License No. 48166	STATE OF FLORIDA OKALOOSA COUNTY CONSTRUCTION PLANS FOR COUNTY ROAD 2	SUMMARY OF QUANTITIES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				50-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.001, F.A.C.



### **ADDENDUM 3**

**February 23, 2023**

**ITB PW 06-23**

#### **County Road (C.R.) 2 Widening and Resurfacing Project**

Please find attached the Document and information below, for the above referenced Addendum No. 3. 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.

**This addendum is to include repairs to the Yellow River (Mack Tyner) Bridge as referenced in the attached inspection report and below scope of work. This addendum will also extend the question deadline to March 30, 2023 at 2:00 P.M. and the bid opening date to April 19, 2023 at 3:00 P.M.**

#### **I. Additive 1 Scope of Work**

The Additive 1 scope of work Includes costs and schedule to provide signed and sealed plans and to perform repairs to the Yellow River Bridge, Bent-2 at Beams 2 and 3, as shown in the attached inspection report and summarized below.

##### **1. Concrete Bent Spall Repair**

- a. Chip to sound concrete and Saw cut along the perimeter to be restored.
- b. Remove all unsound concrete, exposed reinforcing steel with enough clearance behind the bar to provide full encasement and bond with the new concrete repair material.
- c. Provide 1-inch clearance between exposed reinforcing and surrounding concrete. Supplement any existing reinforcement steel found to have 25% or more loss of area by splicing a new bar of equal size over affected section.
- d. Use galvanized welded wire fabric with no-shrink grout for patching the concrete spalls

##### **2. Bearing Assembly Repairs**

- a. Install Jacking Assembly for lifting the span.
- b. The Bridge shall temporarily be closed to vehicular traffic during jacking operation. The bridge shall be open to traffic once jacks are locked.
- c. Sandblast, clean and paint the bearing assembly.

II. Additive 1 is a Lump Sum proposal and shall be submitted as a separate package.

**Pay Item:**

1. Patch Concrete Spalls and Sandblast/Clean and Paint Bearing Assemblies (**Lump Sum**)

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**The Question Deadline has been extended to March 30, 2023 at 2:00 P.M.**

**ITB opening has been extended until April 19, 2023 at 3:00 P.M. (CST)**



February 8, 2023

PROMPT CORRECTIVE ACTION ADVISORY		
Okaloosa County	Bridge No. 570040	CR 2 over Yellow River (Mack Tyner Bridge)
Routine Inspection - February 7 <sup>th</sup> , 2023		
District 3 Local Government Bridge Inspection Contract (West) Financial No. 224858-1-72-16 & 224859-1-72-16		
TO: Scott Bitterman Okaloosa County Public Works 1759 South Ferdon Blvd., Crestview, FL. 32536	FROM: Dillon Everidge, PE, CBI Kisinger Campo & Associates Corp. 4524 Oak Fair Blvd., Suite 100 Tampa, FL 33610	Copy to: Sarah Evans, PE FDOT Project Manager 1074 Highway 90 Chipley, FL 32428

A Kisinger Campo and Associates inspection team has recently inspected the above referenced bridge and observed the following deficiencies noted below. The PCA Box has been marked in the report.

The report identifies deficiencies which require Prompt Corrective Action:

**Element 234 Re Conc Cap:**

Bent 19 cap, far face, has two spalls with exposed steel up to 5ft. L x 1.67ft. W x 0.83ft. D causing a loss of bearing at the near end of Beams 19-2 and 19-3 (See photo 1)

**Element 311 Movable Bearing:**

Bearings 19-2 and 19-3 at Bent 19 have loss of bearing approximately 50% due to spalling with exposed embedded anchor bolts in Bent Cap 19. (See photos 2 thru 5)

Bearings assemblies 19-2 and 19-3 are tilting towards the far side causing a gap of the sole plate at the near side up to 0.25in. (See photos 6 and 7)

Bearing 19-2 and 19-3 have skewed anchor bolts tilting towards the far side (See photo 8)

**RECOMMENDATIONS:**

Beams 19-2 and 19-3 near end; crutch bent or re-establish complete beam to cap bearing with Bent Cap 19 as soon as possible.

Once the current status of corrective action is determined or has been accomplished, please submit the pertinent information regarding said action to Sarah Evans, PE, FDOT Project Manager, and forward a copy to Kisinger Campo and Associates. A follow-up letter of completed work will be necessary for our files. If you have any questions, please contact Patrick O'Grady at 813-781-8180 or Dillon Everidge at 813-538-0171.

District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 1: Spalls in Bent Cap 19 causing loss of bearing at near end of Beams 19-2 and 19-3



Photo 2: Loss of bearing at Bearing 19-2 at Bent 19



District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 3: Loss of bearing at Bearing 19-2 at Bent 19



Photo 4: Loss of bearing at Bearing 19-3 at Bent 19

District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 5: Loss of bearing at Bearing 19-3 at Bent 19



Photo 6: Bearing 19-2 tilting towards the far side causing a gap along near side

District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 7: Bearing 19-3 tilting towards the far side causing a gap along near side

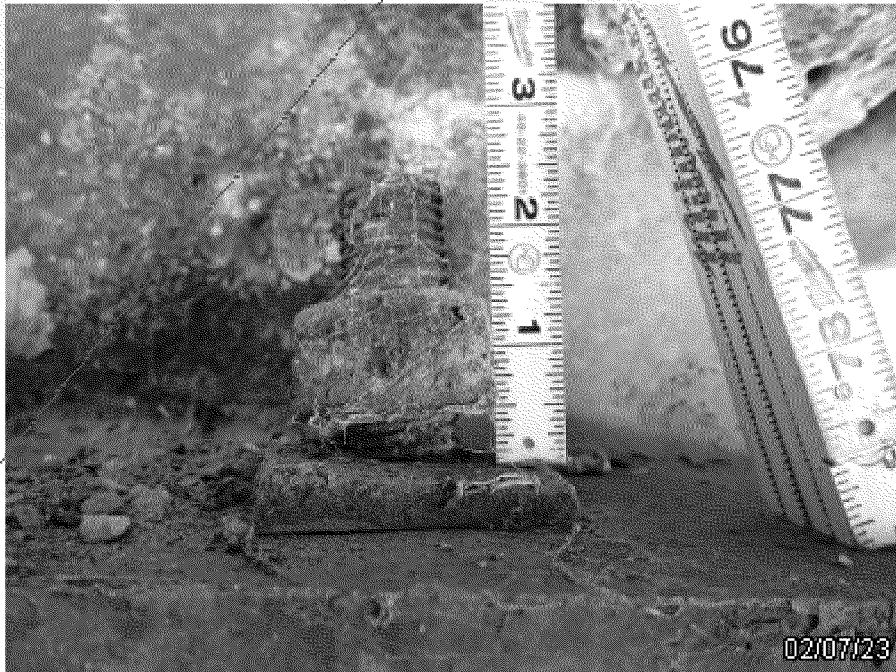


Photo 8: Typical skewed anchor bolt nut at Bearing 19-2 shown

I. Additive 1 Scope of Work

The Additive 1 scope of work Includes costs and schedule to provide signed and sealed plans and to perform repairs to the Yellow River Bridge, Bent number 2 at Beams 2 and 3, as shown in the attached inspection report and summarized below.

1. Concrete Bent Spall Repair

- a. Chip to sound concrete and Saw cut along the perimeter to be restored.
- b. Remove all unsound concrete, exposed reinforcing steel with enough clearance behind the bar to provide full encasement and bond with the new concrete repair material.
- c. Provide 1 inch clearance between exposed reinforcing and surrounding concrete. Supplement any existing reinforcement steel found to have 25% or more loss of area by splicing a new bar of equal size over affected section.
- d. Use galvanized welded wire fabric with no-shrink grout for patching the concrete spalls

2. Bearing Assembly Repairs

- a. Install Jacking Assembly for lifting the span.
- b. The Bridge shall temporarily be closed to vehicular traffic during jacking operation. The bridge shall be open to traffic once jacks are locked.
- c. Sandblast, clean and paint the bearing assembly

II. Additive 1 is a Lump Sum proposal and shall be submitted as a separate package.

Pay Item:

- 1. Patch Concrete Spalls and Sandblast/Clean and Paint Bearing Assemblies (**Lump Sum**)

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**ADDENDUM 4**

**February 24, 2023**

**ITB PW 06-23**

**County Road (C.R.) 2 Widening and Resurfacing Project**

Please find attached the Document and information below, for the above referenced Addendum No. 4. 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.

**This addendum is to answer vendor questions.**

1. Roadway Plan Sheet No. 16 has four locations of "Const. Alignment Curb" at the connection to Big Horse Creek Bridge. There is not a pay item for curb or a detail for this curb. Please clarify. The alignment curb is detailed on Pages 13-14 of Index 536-001. Alignment curb is utilized to "redirect" a vehicle away from the bridge barrier. It is paid for as part of the end anchorage assembly.
2. Will a Geotechnical Report be provided as a bid document? See attached Geotechnical Report.
3. Roadway Plan Sheet No. 6, Typical Section 1 and the Shoulder/Turn Lane Pavement Detail illustrate a thicker proposed overlay thickness on the shoulder vs the cold in place mix and resurfacing. But both sections are specified to receive 2.5" of Type SP Structural Course Asphalt. Please clarify. The pavement for the widening/shoulder areas is 2.5" thick, the pavement overlay for the cold in place mix and resurfacing is also 2.5" thick.
4. Please provide specifications for the Pipe Liner, Coating, Pay items. -431-1-618, 431-1-624, and 431-1-648. The Governing Standard Specifications are the January 2022 FDOT Standard Specifications for Road and Bridge Construction Section 431.

5. In regards to the pipe liner, I only see some of the linear feet listed on the plans? Where is the additional pipe to be lined located? Also, I do not see any specs for the coating. Is fold and form (thermoform) liner an acceptable method to line these pipes?

The additional locations for the pipe liners are as follows for a grand total of 192 LF of 24” Pipe Liner:

Station 336+95	S-19 and S-20	QTY 38LF
Station 407+91	S-24 and S-25	QTY 42LF
Station 420+91	S-26 and S-26A	QTY 70LF
Station 481+68	S-27 and S-28	QTY 42LF

Thermoform is acceptable as long as it meets ASTM585 otherwise written permission from the EOR will be needed.

6. Regarding the bid schedule, page 2 of Addendum 1 only covers Item No. 101-1 to 430-536-100. However, the Summary of Pay Items in the Roadway Plans Sheet No. 4 and 5 include pay items No. to 711-16-231. Are the pay items listed in the plans, Sheets 4 & 5 Pay Items 101-1 through 711-16-231 to be used for our unit price basis for the bid total in the bid summary? Yes, please see attached complete Bid Form.
7. Will CAD files be provided for bidding and for use during construction? Yes, we will request them from the EOR and provide.
8. Roadway Plan Sheet No. 20 has four notes for "Const. Type A Fence". There is not a pay item for Type A Fence and the item the fence depicts is also referenced as "Const. Guardrail" by a different arrow. Please clarify. Cost of furnishing and installing fence on both sides at the beginning and end of the Yellow River Bridge shall be included in the Bid Item 536-1-1: GUARDRAIL – ROADWAY– GEN TL
9. Can we get a copy of the engineer of records computation of the contract times? See attached.
10. Can we extend the reclamation time from 72 hours to 96 hours? Yes
11. Will the project be one complete phase or two separate phases? It will be one phase from start to finish.
13. Prevailing wages are not required for this solicitation.

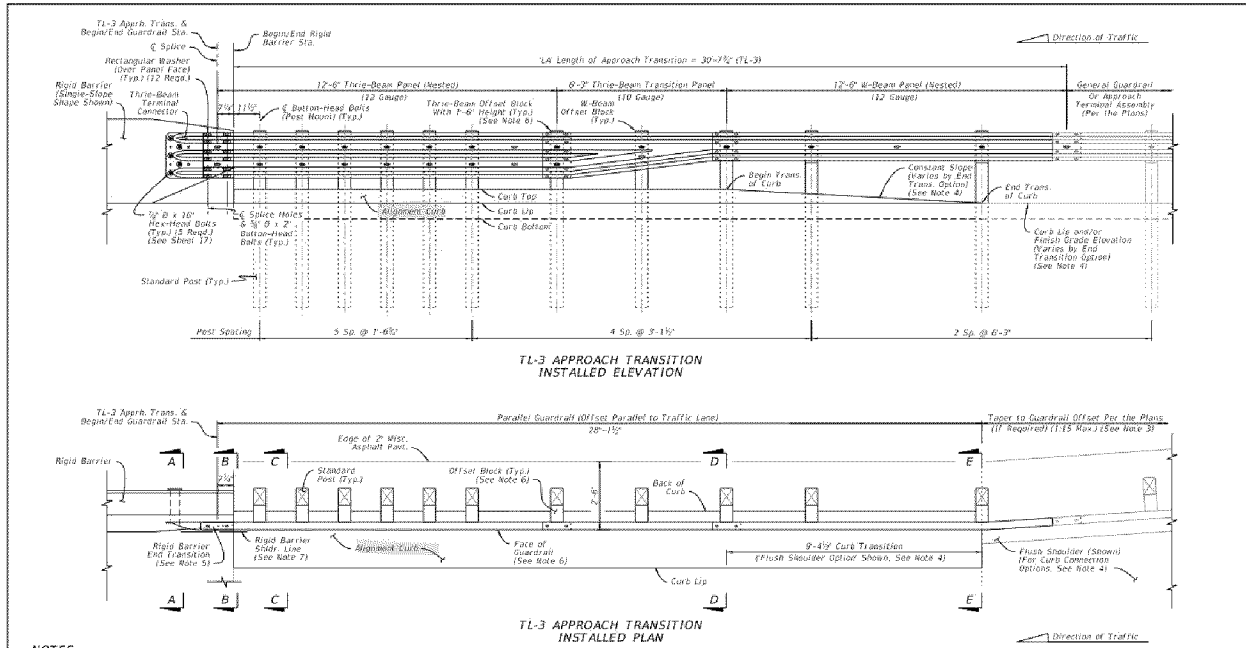
**The Question Deadline has been extended to March 30, 2023 at 2:00 P.M.**

**ITB opening has been extended until April 19, 2023 at 3:00 P.M. (CST)**

C.R. 2 PROJECT COST ESTIMATE (REWORK BASE OPTION)							
SP C	A LT	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	QUANTITY TOTAL
		101-1	MOBILIZATION	LS			
		102-1	MAINTENANCE OF TRAFFIC (185 DAYS)	LS			
		102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AND MAILBOX TURNOUTS	CY	2466.0		
		102-78	TEMPORARY RETROFLECTIVE PAVEMENT MARKERS	EA	2442		
		102-104	TEMPORARY SIGNALIZATION AND MAINT. OF INTERSECTION	ED	120		
		102-909	TEMPORARY RAISED RUMBLE STRIPS	DA	350		
		104-1	ARTIFICIAL COVERINGS	SY	1717		
		104-10-3	SEDIMENT BARRIER	LF	9813		
		110-1-1	CLEARING AND GRUBBING	AC	41.4		
		110-3-6	REMOVAL OF EXISTING STRUCTURES/BRIDGE	SF	2247.0		
		110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1054.00		
		110-7-1	MAILBOX, F&I	EA	20		
		120-1	REGULAR EXCAVATION	CY	11886.0		
		120-6	EMBANKMENT	CY	23938.0		
		160-4	TYPE B STABILIZATION	SY	76844		
		285-700	REWORK AND COMPACT EXISTING ASPHALT AND BASE, 9" AVERAGE DEPTH	SY	108488		
		285-706	OPTIONAL BASE GROUP 6	SY	26956		
		286-1	TURNOUT CONSTRUCTION	SY	1085		
		327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG. DEPTH	SY	1463		
		334-1-52	SUPERPAVE ASPHALTIC CONCRETE B, PG 76-22	TN	18277.4		
		339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	477.4		
		400-2-4	CLASS II CONCRETE (SUPERSTRUCTURE)	CY	0.9		
		425-1-551	INLETS, DT BOT, TYPE E, <10'	EA	1		
		425-2-43	MANHOLES, P-7, PARTIAL	EA	1		
		430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	223		
		430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	130		
		430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 18" SD	LF	90		
		430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 24" SD	LF	39		
		430-175-118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	LF	21		
		430-175-124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	LF	80		
		430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	59		
		430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	4		
		430-175-142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	LF	3		
		430-175-148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	LF	27		
		430-524-100	STRAIGHT CONCRETE ENDWALLS, 24",SINGLE,0 DEGREES, ROUND	EA	9		
		430-530-100	STRAIGHT CONCRETE ENDWALLS, 30",SINGLE,0 DEGREES, ROUND	EA	5		
		430-536-100	STRAIGHT CONCRETE ENDWALLS, 36",SINGLE,0 DEGREES, ROUND	EA	2		

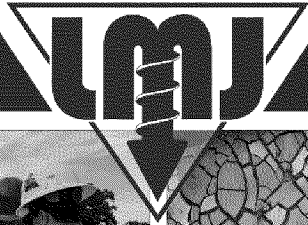
430-542-100	STRAIGHT CONCRETE ENDWALLS, 42",SINGLE,0 DEGREES, ROUND	EA	2	
430-548-100	STRAIGHT CONCRETE ENDWALLS, 48",SINGLE,0 DEGREES, ROUND	EA	5	
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	5	
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	3	
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	36	
430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	14	
430-984-625	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 18" SD	EA	6	
430-984-629	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 24" SD	EA	2	
431-1-618	PIPE LINER, COATING, 18"	LF	37	
431-1-624	PIPE LINER, COATING, 24"	LF	192	
431-1-648	PIPE LINER, COATING, 48"	LF	73	
432-3-4	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 24"	EA	4	
432-3-8	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 48"	EA	1	
460-71-1	METAL TRAFFIC RAILING, THRIE BEAM RETROFIT	LF	2434	
522-1-100	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	280	
524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	79.0	
530-3-4	RIPRAP, RUBBLE F&I DITCH LINING	TN	24	
536-1-1	GUARDRAIL - ROADWAY, GEN TL-3	LF	4774	
536-73	GUARDRAIL REMOVAL	LF	2090	
536-8122	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER F&I-INDEX 536-002, APPROACH TL-3	EA	4	
536-85-20	GUARDRAIL END ANCHORAGE ASSEMBLY, TRAILING ANCHORAGE	EA	10	
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY, PARALLEL	EA	10	
546-71-1	RAISED RUMBLE STRIP SET - PERMANENT	PS	8	
570-1-1	PERFORMANCE TURF	SY	144317	
570-1-2	PERFORMANCE TURF, SOD	SY	27363	
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	45	
700-1-60	SINGLE POST SIGN, REMOVE	AS	54	
705-10-1	OBJECT MARKER, TYPE I	EA	15	
705-10-2	OBJECT MARKER, TYPE II	EA	42	
705-10-3	OBJECT MARKER, TYPE III	EA	8	
705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA	24	
706-1-1	RAISED PAVEMENT MARKER	EA	2454	
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1	
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	404	
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.080	
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	13	
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	12	
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (BIKE)	EA	4	
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	EA	4	
711-16-101	THERMOPLASTIC, STANDARD-OTHER, WHITE, SOLID, 6"	GM	19.163	
711-16-201	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SOLID, 6"	GM	11.600	
711-16-231	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SKIP, 6"	GM	5.810	
			PROJECT TOTAL:	





NOTES

Direction of Traffic



# Geotech Report



Since 1976

Geotechnical Engineering

Construction Materials Testing

Drilling Services

## Preliminary Geotech Report

### Resurfacing and Widening of Okaloosa County Road 2

Okaloosa County, Florida

LMJ File # 19-305 E

August 14, 2019

#### Prepared for

#### DRMP

Attn: Mr. John Alaghemand, PE

[JAlaghemand@drmp.com](mailto:JAlaghemand@drmp.com)

#### Prepared by

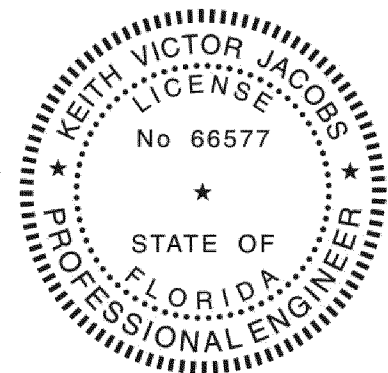
### Larry M. Jacobs & Associates, Inc.

328 East Gadsden Street, Pensacola, Florida 32501

Florida Certificate of Authorization #2184

Terry D. Niemann  
Project Manager

Keith V. Jacobs, PE  
Principal Engineer  
FL Reg. #66577



### Asphalt Conditions

- ▼ The existing asphalt is in poor condition with widespread alligator and block cracking. Rutting, slippage cracks, and pop-outs were observed in some areas, along with common transverse and longitudinal cracking. Several areas of the roadway had been patched.
- ▼ The cores drilled in the existing asphalt were 2½-4¾ inches thick (3.3 inches on average) with an average of 0.7 inches of asphaltic concrete over sand asphalt over macadam.
- ▼ The sand asphalt layers separated or partially separated in about half of the cores indicating a bond issue between the layers. The four cores drilled on cracks indicated full depth cracking.

### Base and Subgrade Conditions

- ▼ The road borings encountered 4-8 inches (5.9-inch average) of sand clay type base.
- ▼ The widening borings encountered 1-6 inches of topsoil (2.6 inches average).
- ▼ Underlying subgrade was mostly silty sand or clayey/silty sand, with some erratic sand to slightly silty sand layers. Three borings encountered clay layers from 2.5-6 feet.
- ▼ Shallow perched water was present at two boring locations (B-6 and P-10).
- ▼ The sandy soils were generally very loose, loose and medium dense, and the subgrade of the existing road was mostly well-compacted at the boring locations.

### Preliminary Recommendations

- ▼ The existing pavement is in poor condition, and the alligator cracking and rutting indicate potential structural problems with the base/subgrade. In addition, the road appears to be subjected to heavy truck traffic, particularly in the west bound direction.
- ▼ Milling and overlaying the roadway would not address any underlying problems or the heavy traffic, and would therefore only provide a relatively short-term improvement.
- ▼ Rebuilding the pavement including reworking the existing base at a minimum would provide substantial improvement in the performance and lifespan of the road.
- ▼ Replacing or topping the existing moisture sensitive sand clay base with a moisture resistant base (GAB, crushed concrete, or limerock) would extend the life of the pavement further and should be considered.
- ▼ Another option would be to create a moisture resistant base by blending the existing asphalt into the base. Bitumen/cement could be added to the mix.
- ▼ The conditions encountered in the widening borings are generally suitable for supporting the proposed shoulder additions with proper compaction of very loose and loose areas.
- ▼ The primary concern for the widening is the moisture sensitive subgrade soils. These soils are slow draining, retain excess moisture, and are difficult to dry and compact.

**Note:** *The above summary is an overview of the report and should not be used by itself for planning, design, and/or construction. See the relevant sections for further details.*



### Project Information

The project consists of the milling, widening and resurfacing of roughly 9.4 miles of Okaloosa County Road 2. The section to be reworked extends from US Highway 189 to US Highway 85. Reportedly, the existing two-lane road has 10-foot wide lanes. We understand that the lanes are planned to be widened to 12 feet with a paved shoulder. LMJ anticipates minimal cut and fill for the project, and no survey data was available at the time of this report.

### Preliminary Pavement Evaluation

To provide a preliminary evaluation of the existing pavement, LMJ cored the asphalt at twenty locations. The cores were measured for thickness and were photographed in our laboratory. Photos of the cores can be found [here](#).

### Existing Pavement Conditions

The existing roadway is generally in poor condition with widespread block and alligator cracking. Rutting, pop-outs and some initial onset slippage cracks were also observed, along with transverse and longitudinal cracking. Patching of the road was extensive, and more prevalent on the west end of the project. The north half of the westbound lane appeared to have worse cracking possibly indicating that westbound traffic loading could be higher. The four pavement cores drilled on cracks indicated full depth cracking, and two other cores had cracking up to the bottom of the top asphalt surface layer.

The cores drilled in the existing asphalt were  $2\frac{1}{2}$ - $4\frac{3}{8}$  inches thick (3.3 inches on average) with an average of 0.7 inches of asphaltic concrete over sand asphalt over macadam. Separation of the cores in the sand asphalt layer and between the sand asphalt and the macadam was present at many core locations. Selected pictures of the pavement distress are shown below.

# Project Information



# Project Information

- Summary
- Project Info
- Pavement
- Borings
- Lab
- Photos
- Appendix



### Base and Subgrade Conditions

We drilled a 6-foot SPT boring in the twenty core locations in the existing road footprint. Twenty 6-foot deep SPT borings were also drilled on the sides of the roadway for the widening. The subsurface conditions encountered in the SPT borings can be found [here](#). A generalized summary is below.

- ▼ The roadway borings generally encountered encountered 4-8 inches (5.9-inch average) of sand clay type base.
- ▼ The widening borings encountered 1-6 inches of topsoil (2.6 inches average).
- ▼ Underlying subgrade was primarily silty sand at the surface with clayey/silty sand present at the surface at seven boring locations.
- ▼ The subgrade soils in the widening borings were loose and medium dense.
- ▼ The upper 18 inches under the roadway appeared to be primarily medium dense, likely a result of subgrade compaction at the time of construction. Thereafter, the soils were loose, medium dense, and dense to 6 feet.

### Groundwater Conditions

Perched groundwater was encountered in 2 of the 40 borings at a depth of 4 feet below existing grade at the time of drilling. We note that most of the borings encountered low permeability soil layers that have the potential to trap or perch infiltrating stormwater at shallow depths. Rainfall totals, based on data from nearby weather stations, were generally average to below average for a wet season in the Panhandle, and the 8-10 days prior to drilling operations were mostly dry.

*The project information in this section is the basis of our recommendations. If this information changes or is incorrect, our office should be notified, and changes to our report may be needed.*



## General Comments

The existing pavement is generally in poor condition, and the alligator cracking and rutting indicate structural problems with the pavement. Milling and overlaying the roadway would not address the structural problems, and would therefore only provide a relatively short-term improvement. This is because the existing cracking is full depth at many locations, and full depth cracks could not be milled out and would rapidly appear in the overlay. It is also likely that the sand asphalt under the top asphaltic concrete layer is cracked worse than the surface with some of the cores having cracking up to the bottom of this upper layer. The layer separation in the sand asphalt in several of the cores may also be a concern for overlying operations, as removal of the thin asphalt layer on top may leave a less than suitable surface for overlying. Options for providing longer pavement life are provided below. Note that adequate drainage for the roadway is essential, and drainage improvements should be provided where needed.

### Option 1: Rework the Existing Sand Clay Base

Rebuilding the pavement including reworking the existing base at a minimum would provide substantial improvement in the performance and lifespan of the road. The concern with reusing the existing base is that the sand clay base is not well suited for perched water conditions. In addition, exposing the base to the elements could cause delays in construction as this base type can be temporarily unworkable when wet. Another concern with the existing base is that it varied in thickness from 4-8 inches, and additional earthwork and/or imported material would be needed to achieve a uniform base thickness. LMJ recommends further testing and soil borings to determine if the existing base would meet typical requirements for LBR value of sand clay base and if standard structural coefficients for sand clay base would be reasonable for design.

### Option 2: Using Moisture Resistant Base

Replacing or topping the existing moisture sensitive sand clay base with a moisture resistant base (GAB, crushed concrete, or limerock) would extend the life of the pavement even further and should be considered. Crushed concrete and limerock base materials can have considerably more variance in material quality and therefore require more quality control efforts. This option also allows for verifying and achieving uniform compaction in the sand clay under the moisture resistant base.

### Option 3: Creating a Moisture Resistant Base by Blending Asphalt and Existing Base

An innovative option would be to create a moisture resistant base by blending the existing asphalt, sand asphalt, and macadam into the base. Bitumen and/or cement could also be added to improve performance. This method was used on Okaloosa County Road 393 (Hwy 90 to Poverty Creek Road), and this heavy logging traffic road is holding up well 8 years later. This option provides the benefit of being constructed in a single pass, and the blended base can be driven on right away. The concern with this option is that it requires a special piece of equipment and a contractor that has experience with this technique, which would limit the potential bidders.



## Preliminary Pavement Recommendations

### Preliminary Asphalt Recommendations

We recommend paving with FDOT structural and friction course Superpave Asphaltic Concrete (SP-9.5 or 12.5 are preferred) meeting the requirements of Section 334. We also recommend limiting the amount of Recycled Asphalt Pavement (RAP) to no more than 25% of the mixture since mixtures over 25% RAP have a higher potential for quality and performance issues. The asphalt should be compacted to a target of 92% of the laboratory maximum specific gravity ( $G_{mm}$  or Rice Specific Gravity) as determined by FM 1-T 209.

Summary

Project Info

Pavement

Borings

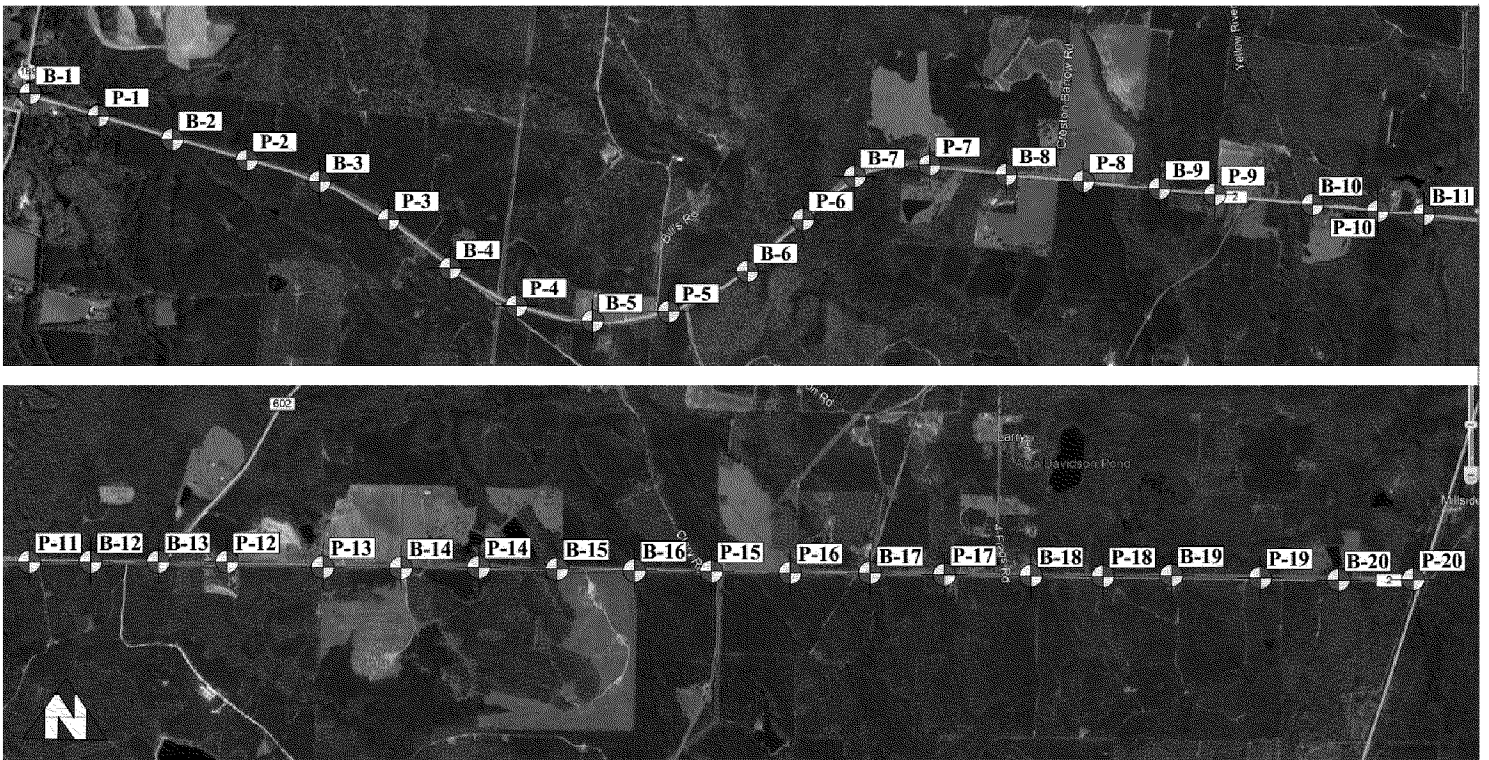
Lab

Photos

Appendix



Boring Location Plan

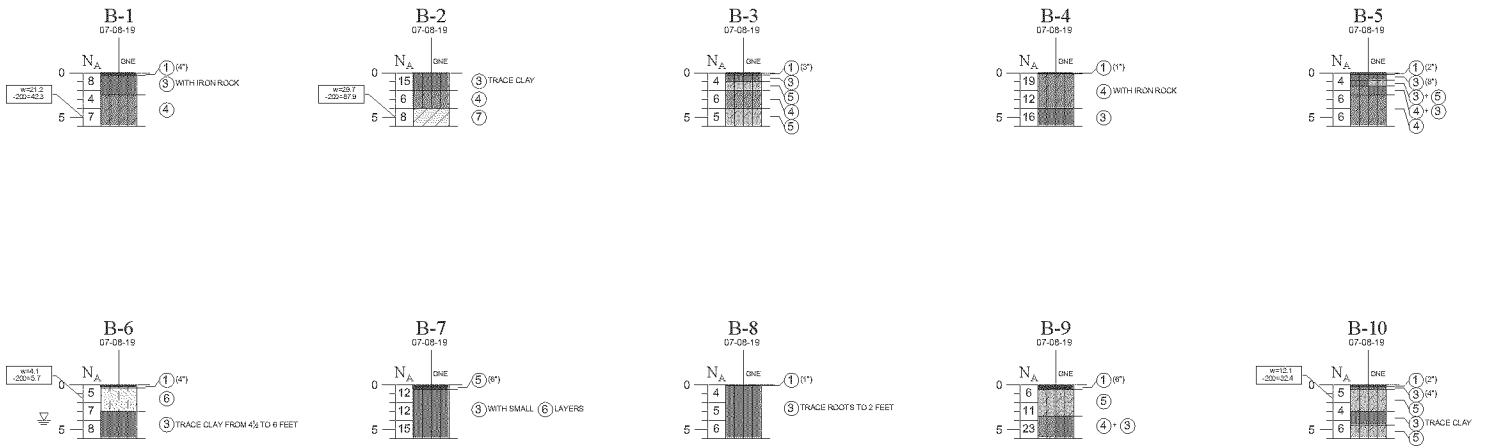


⊕ HAND AUGER/PROBE TEST BORING

⊙ STANDARD PENETRATION TEST BORING



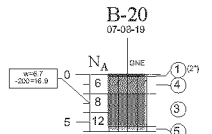
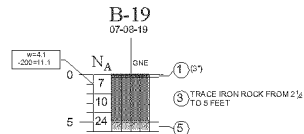
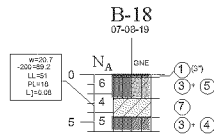
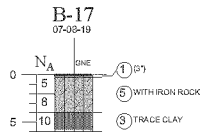
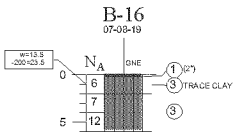
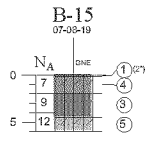
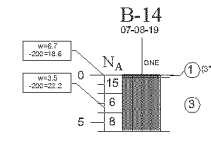
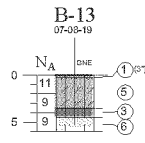
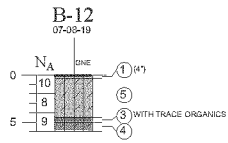
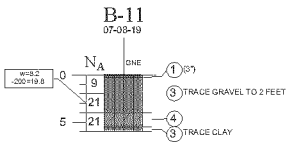
Boring Logs



- |   |  |  |   |  |   |
|---|--|--|---|--|---|
| ① |  | BROWN SILTY SAND (TOPSOIL)(A-2-4)  | ⑤ |  | ORANGE/RED/GRAY SLIGHTLY CLAYEY SILTY SAND (SM/SC)(A-2-4) |
| ② |  | RED/ORANGE SILTY SAND TO SLIGHTLY CLAYEY SILTY SAND (BASE)(A-2-4)              | ⑥ |  | TAN/ORANGE SAND TO SLIGHTLY SILTY SAND (SP TO SP/SM)(A-5) |
| ③ |  | TAN/BROWN/ORANGE/GRAY SILTY SAND (SM)(A-2-4)                                   | ⑦ |  | ORANGE/RED/GRAY/BROWN CLAY (CH)(A-7-8)                    |
| ④ |  | ORANGE/LIGHT GRAY/TAN/RED CLAYEY SILTY SAND AND CLAYEY SAND (SM/SC TO SC)(A-6) |   |  |   |



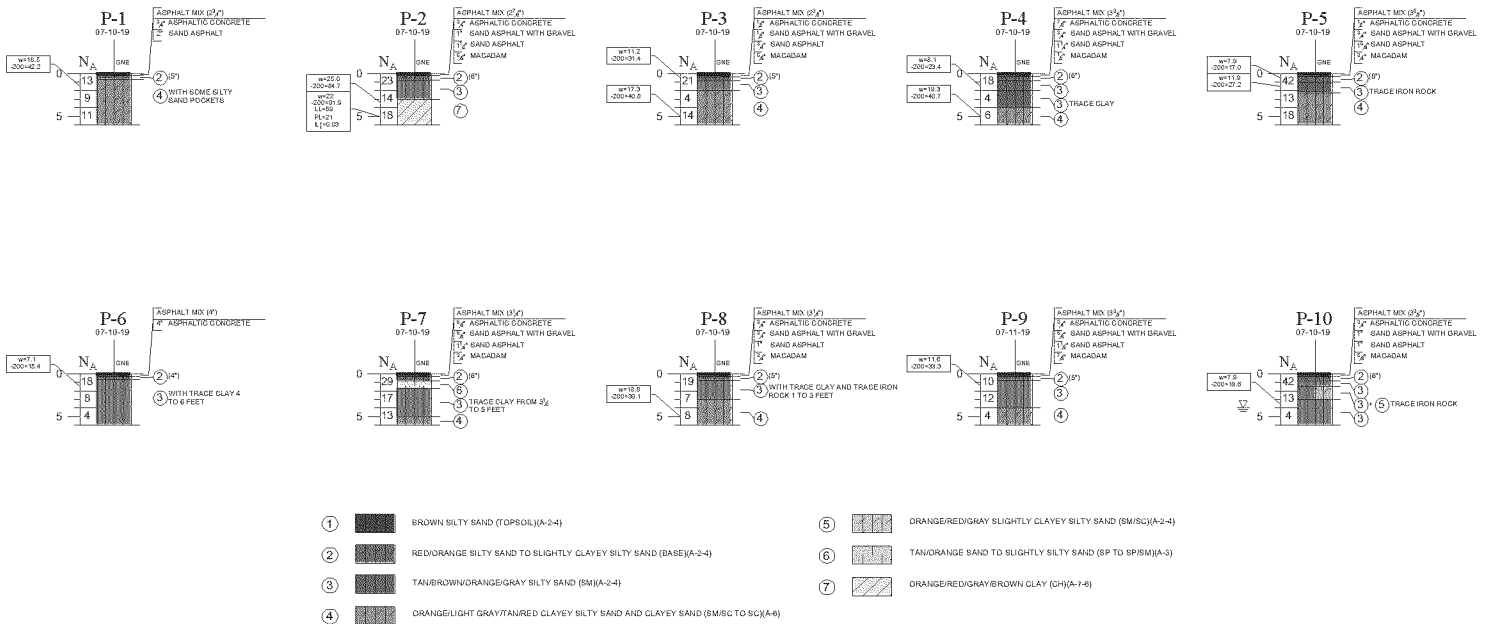
Boring Logs



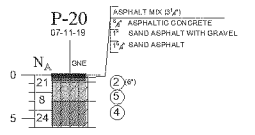
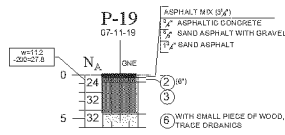
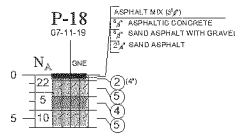
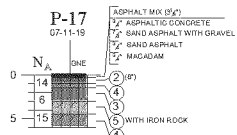
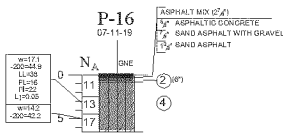
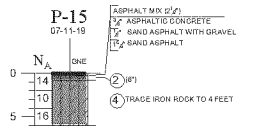
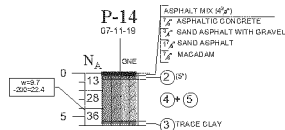
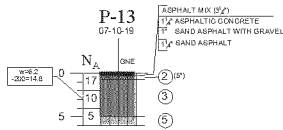
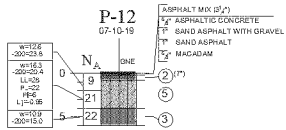
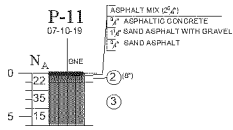
- ① BROWN SILTY SAND (TOPSOIL)(A-2-4)
- ② RED/ORANGE SILTY SAND TO SLIGHTLY CLAYEY SILTY SAND (BASE)(A-2-4)
- ③ TANNER/OANGE/GRAY SILTY SAND (SM)(A-2-4)
- ④ ORANGE/LIGHT GRAY/TAN/RED CLAYEY SILTY SAND AND CLAYEY SAND (SM/SC)(A-6)
- ⑤ ORANGE/RED/GRAY SLIGHTLY CLAYEY SILTY SAND (SM/SC)(A-2-4)
- ⑥ TAN/ORANGE SAND TO SLIGHTLY SILTY SAND (SP TO SP/SM)(A-3)
- ⑦ ORANGE/RED/GRAY/BROWN CLAY (CH)(A-7-4)



## Boring Logs



## Boring Logs



NOTE: SAMPLE #2 NO RECOVERY

- |   |  |
|---|--|
| <p>(1)  BROWN SILTY SAND (TOPSOIL)(A-2-4)</p> <p>(2)  RED/ORANGE SILTY SAND TO SLIGHTLY CLAYEY SILTY SAND (BASE)(A-2-4)</p> <p>(3)  TAN/BROWN/ORANGE/GRAY SILTY SAND (SM)(A-2-4)</p> <p>(4)  ORANGE/LIGHT GRAY/TAN/RED CLAYEY SILTY SAND AND CLAYEY SAND (SM/SC TO SC)(A-6)</p> | <p>(5)  ORANGE/RED/GRAY SLIGHTLY CLAYEY SILTY SAND (SM/SC)(A-2-4)</p> <p>(6)  TAN/ORANGE SAND TO SLIGHTLY SILTY SAND (SP TO SP/SM)(A-3)</p> <p>(7)  ORANGE/RED/GRAY/BROWN CLAY (CH)(A-7-8)</p> |
|---|--|



## REPORT OF TESTS OKALOOSA COUNTY ROAD 2 WIDENING AND RESURFACING STATE OF FLORIDA

FINANCIAL PROJECT ID: N/A  
 DISTRICT NO.: N/A  
 ROAD NO.: N/A  
 SUBMITTED BY: LARRY M. JACOBS  
 AND ASSOCIATES, INC

STRATUM NO.	LSR TEST		ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS					ATTERBERG LIMITS			DESCRIPTION	CORROSION TEST RESULTS				SUBSTRUCTURE ENVIRONMENTAL CLASSIFICATION		
	NO. OF TESTS	LSR VALUE (%)	NO. OF TESTS	% ORGANIC	NO. OF TESTS	MOISTURE CONTENT	NO. OF TESTS <sup>(1)</sup>	% PASSING 10 MESH	% PASSING 40 MESH	% PASSING 60 MESH	% PASSING 100 MESH	% PASSING 200 MESH	NO. OF TESTS	LIQUID LIMIT		PLASTIC INDEX	AASHTO GROUP	RESISTIVITY OHM-CM	CHLORIDES PPM	SULFATE PPM	pH	CONCRETE
1	-	-	-	-	1	7	1	-	-	-	-	19	-	-	-	A-2-4	-	-	-	-	-	-
2	-	-	-	-	3	8-31	3	-	-	-	-	17-31	-	-	-	A-2-4	-	-	-	-	-	-
3	-	-	-	-	12	4-35	12	-	-	-	-	11-35	-	-	-	A-2-4	-	-	-	-	-	-
4	-	-	-	-	7	14-46	7	-	-	-	-	39-45	1	38	22	A-6	-	-	-	-	-	-
5	-	-	-	-	4	10-32	4	-	-	-	-	20-32	1	28	6	A-2-4	-	-	-	-	-	-
6	-	-	-	-	1	4	1	-	-	-	-	6	-	-	-	A-3	-	-	-	-	-	-
7	-	-	-	-	4	21-92	4	-	-	-	-	88,92	2	51,59	33,38	A-7-6	-	-	-	-	-	-

NOTES:  
 (1) NUMBER OF TESTS REPRESENTS NUMBER OF #200 SIEVE TESTS  
 (2) STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY.  
 (3) THE SYMBOL "-" REPRESENTS AN UNMEASURED PARAMETER  
 (4) GWK INDICATES GROUNDWATER TABLE NOT ENCOUNTERED AT TIME OF SURVEY.

Photos

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Boring P-1 Located at (30.924767°, -86.632324°), total thickness of 2 3/4 inches.





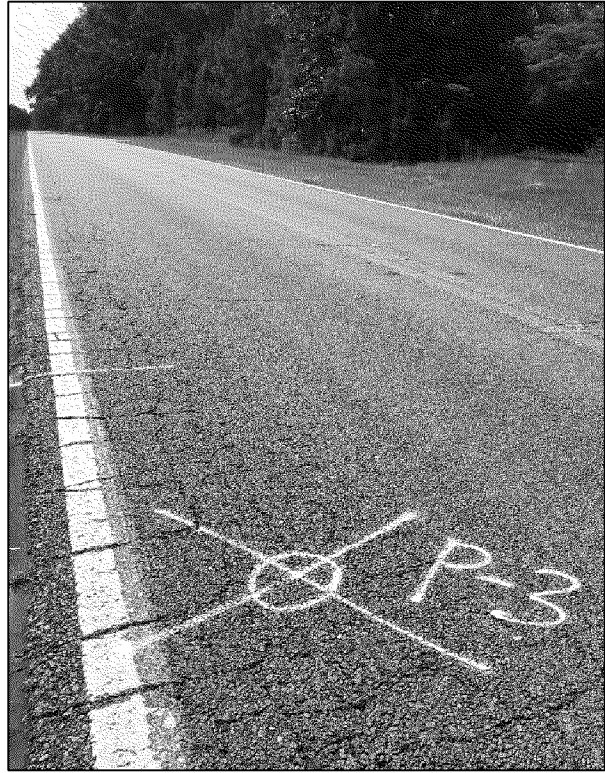
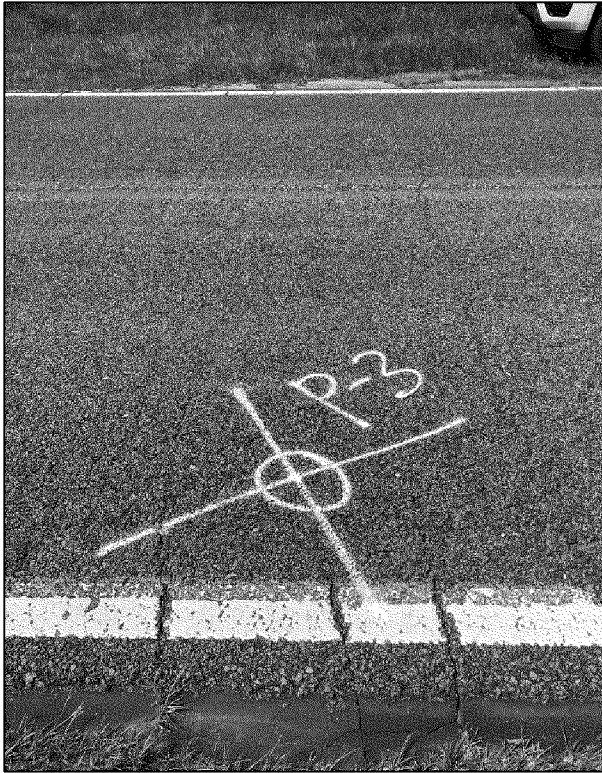
# Photos



Boring P-2 Located at (30. 923362°, -86. 624355°), total thickness of 3 3/4 inches.



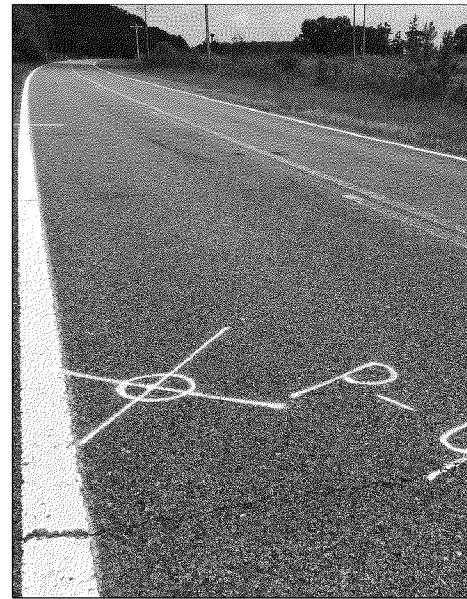
# Photos



Boring P-3 Located at (30. 921171°, 86. 616658°), total thickness of 2 ½ inches.



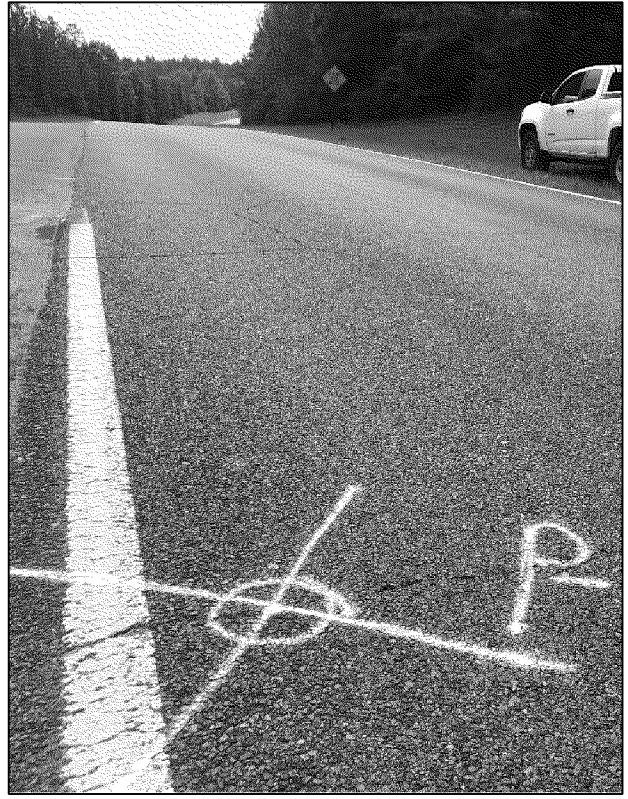
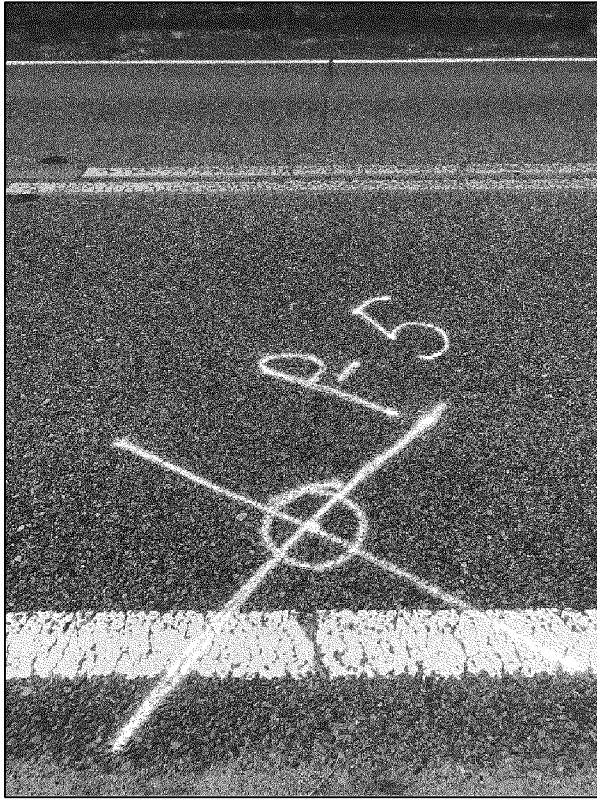
Photos



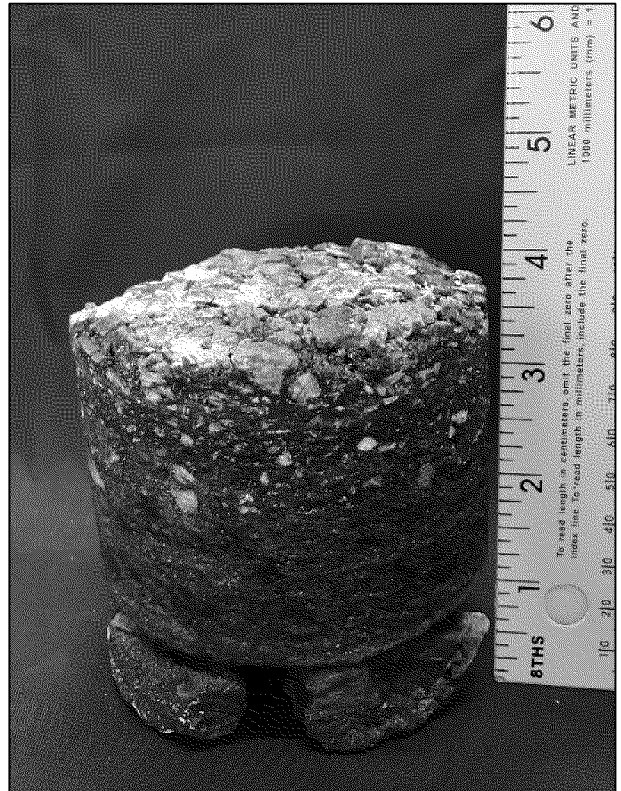
Boring P-4 Located at (30. 917737°, -86.609594°), total thickness of 3 7/8 inches.



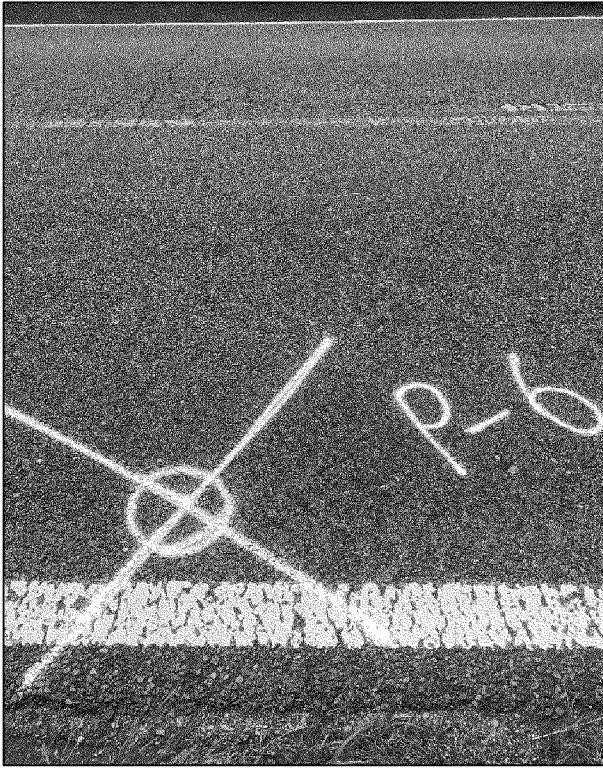
# Photos



Boring P-5 Located at (30. 918035°, -86. 601606°), total thickness of 3 3/4 inches.



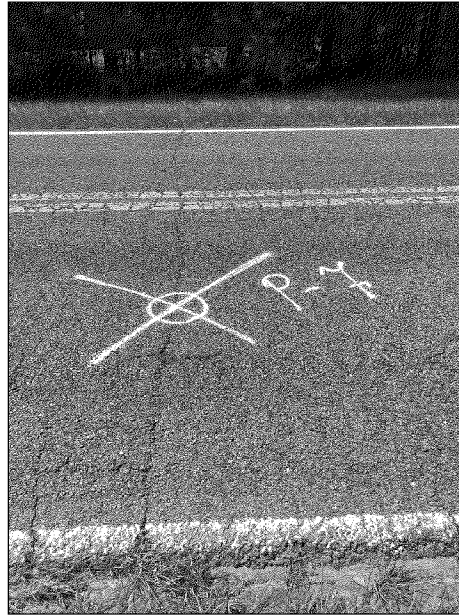
# Photos



Boring P-6 Located at (30. 922711°, -86. 594893°), total thickness of 4 inches.



Photos



Boring P-7 Located at (30. 925652°, -86. 588494°), total thickness of 3 7/8 inches.



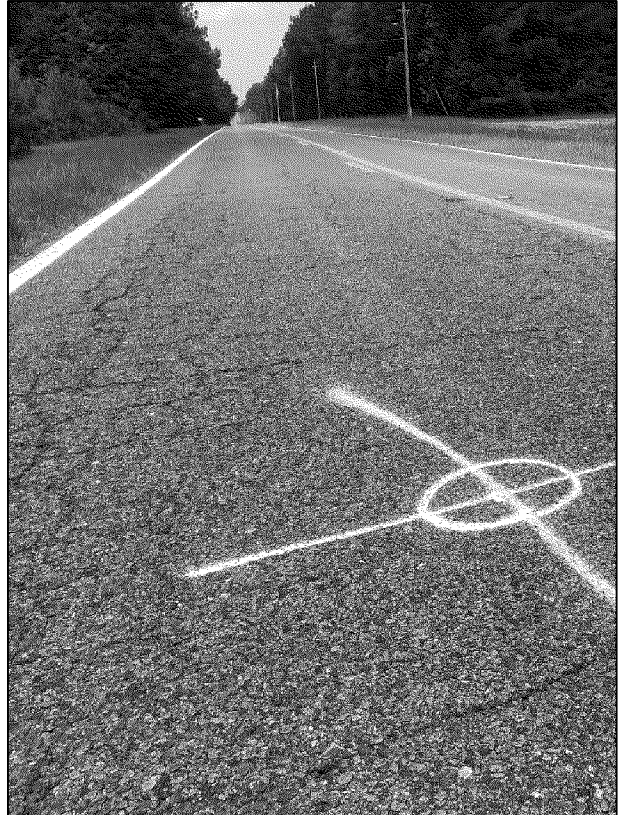
# Photos



Boring P-8 Located at (30. 925499°, -86. 580349°), total thickness of 3 ¼ inches.



# Photos

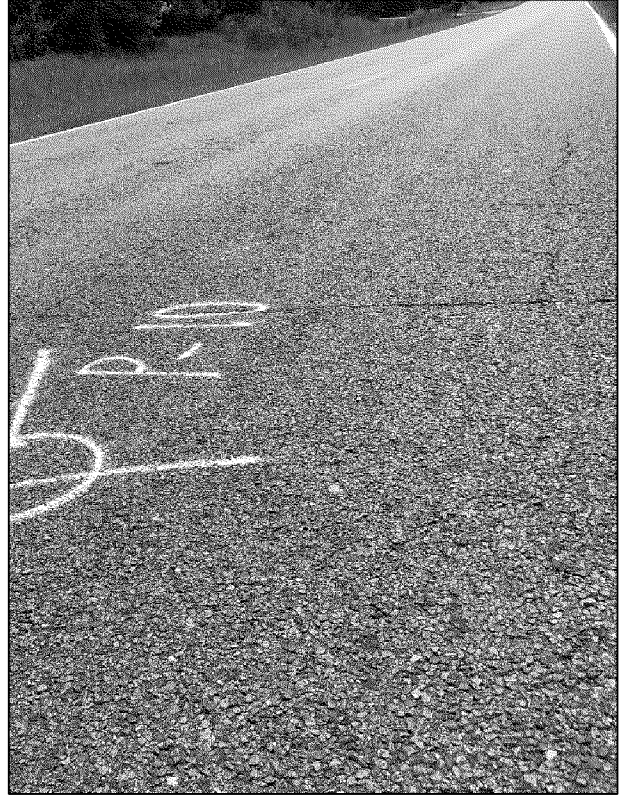


Boring P-9 Located at (30. 925369°, -86. 573273°), total thickness of 3 ¼ inches.





# Photos



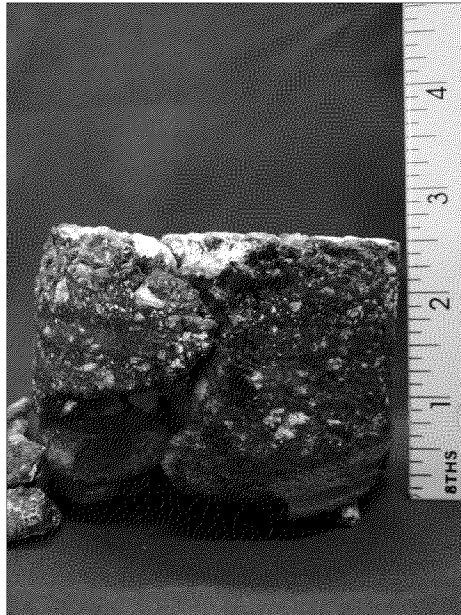
Boring P-10 Located at (30. 925209°, -86. 564592°), total thickness of 3 3/8 inches.



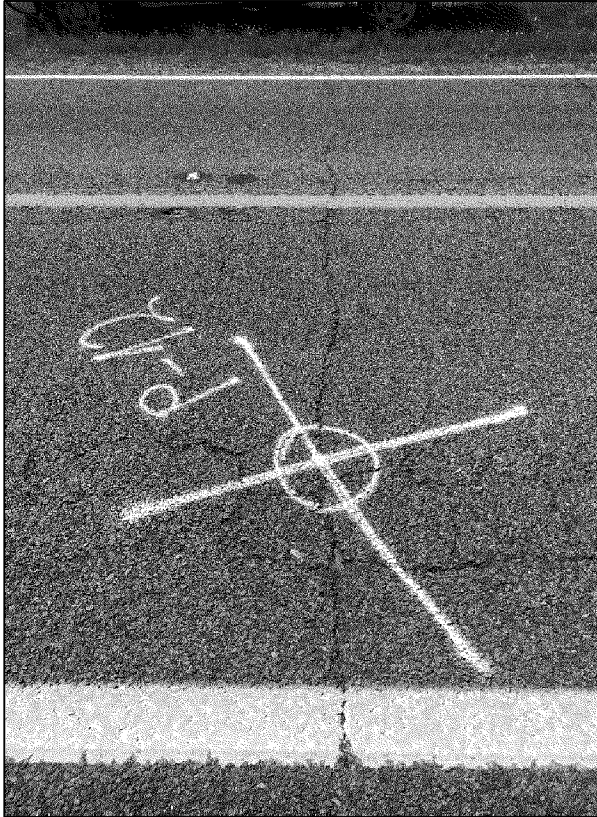
Photos



Boring P-11 Located at (30. 925176°, -86. 555313°), total thickness of 2 ½ inches.



# Photos



Boring P-12 Located at (30. 925120°, -86. 548012°), total thickness of 5 7/8 inches.



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Boring P-13 Located at (30.924973°, -86.539868°) total thickness of 3 3/8 inches.

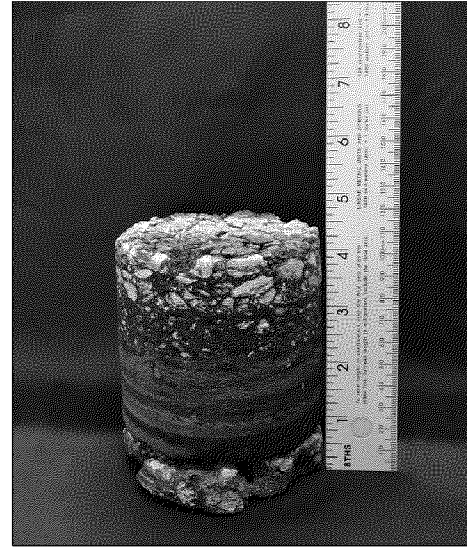


Photos

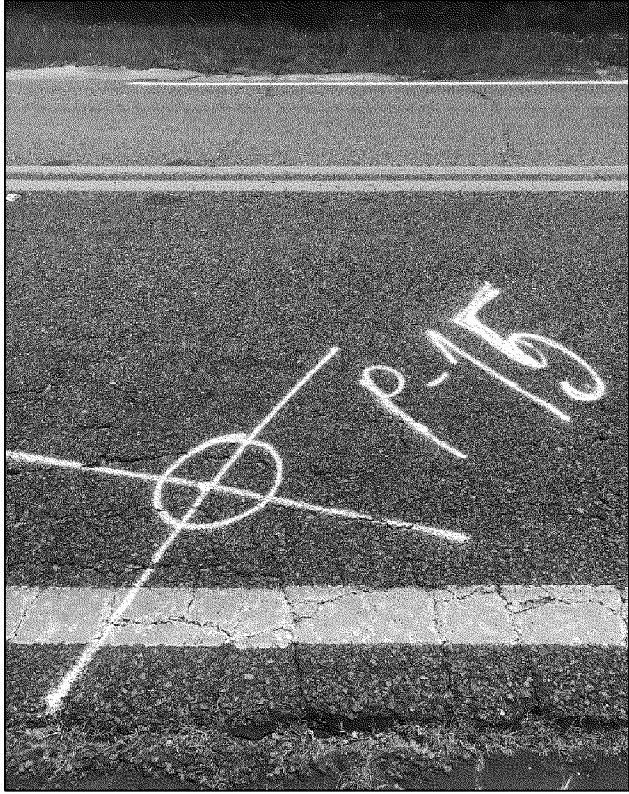


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Boring P-14 Located at (30. 924897°, -86. 531723°), total thickness of 4 3/8 inches.



# Photos



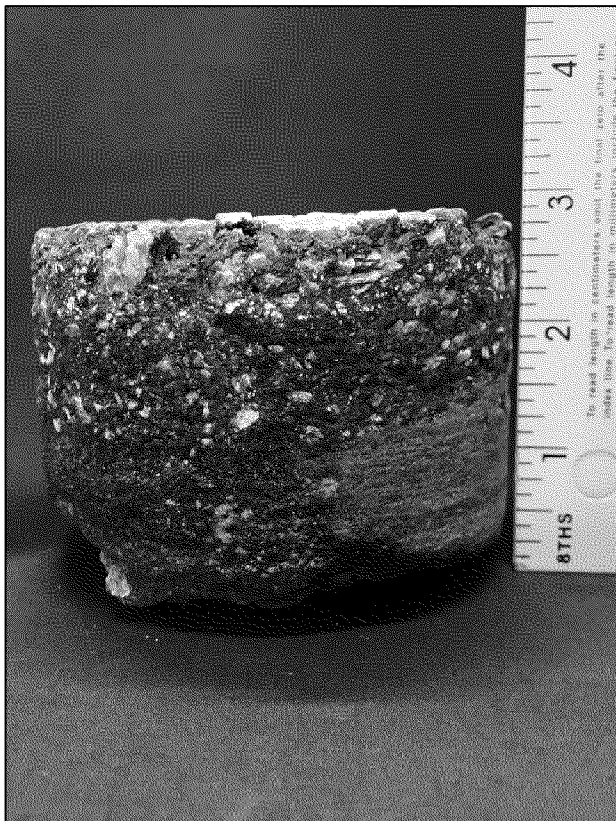
Boring P-15 Located at (30. 924761°, -86. 523579°), total thickness of 2 3/4 inches.



# Photos



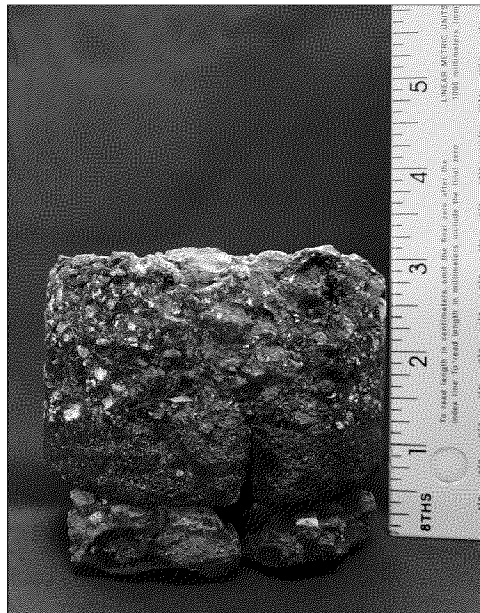
Boring P-16 Located at (30. 924669°, -86. 515431°), total thickness of 2 ¾ inches.



Photos



Boring P-17 Located at (30. 924581°, -86. 507425°), total thickness of 4 3/8 inches.



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Boring P-18 Located at (30.924498°, -86.499137°), total thickness of 3 3/8 inches.



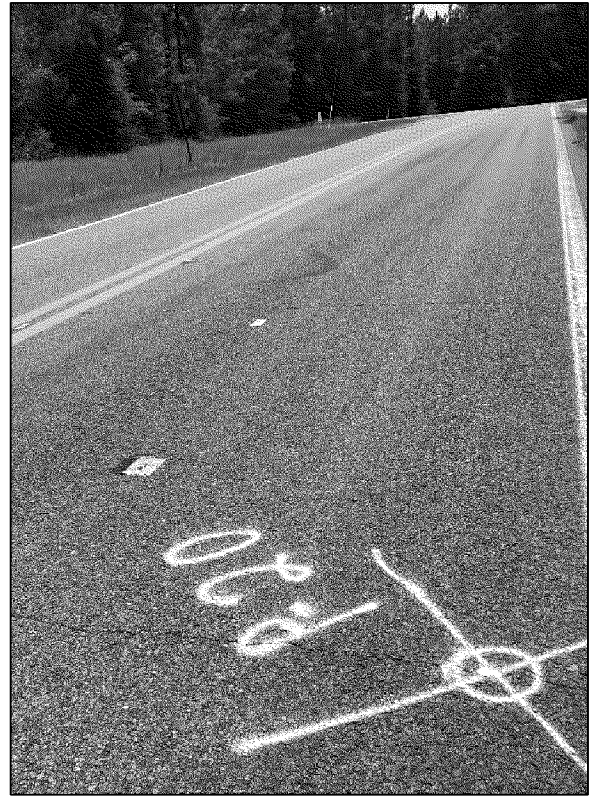
# Photos



Boring P-19 Located at (30. 924418°, -86. 490987°), total thickness of 3 1/8 inches.



# Photos



Boring P-20 Located at (30. 924296°, -86. 483084°), total thickness of 3 ¼ inches.



### Basis of Preliminary Recommendations

Preliminary recommendations rendered herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, generally accepted geotechnical engineering principles and practices, and our experience with similar soil and groundwater conditions. Should final project information or existing conditions differ from the information used in this report, or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed. This preliminary report was based on borings spaced wider than normal and a limited amount of laboratory testing. LMJ recommends drilling additional borings and performing additional laboratory tests in order to render a final report in accordance with the standard of care. After issuing a final report, LMJ should be provided the final plans and specifications for review to determine if any changes to our report are needed based on the final design and that our recommendations have been properly interpreted.

This preliminary report and any correspondence are intended for the exclusive use of our client for the specific application to the project discussed. LMJ is not responsible for the interpretations, conclusions, or recommendations made by others based on the information in this report.

Regardless of the care exercised in performing a preliminary geotechnical exploration, the possibility always exists that soil and/or groundwater conditions will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is recommended that a representative from LMJ be involved during the construction phases discussed in this report.

### Test Methods

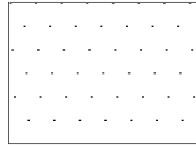
#### Standard Penetration Test

The Standard Penetration Test (SPT) consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot (after seating it 6 inches) is referred to as the blow count or "N" value and represents the relative density of subsurface soils. "N" values can be found on the boring logs. The SPT borings were drilled in general accordance with ASTM D1586 using a truck mounted drill rig and were sampled by driving back-to-back 2-foot split spoons and augering when needed using solid stem flight auger. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and laboratory testing. The borings were sampled using an autohammer. FDOT converts auto hammer to safety hammer using 1.24 conversion factor.

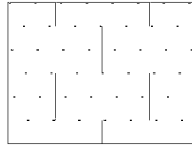
#### Other Test Methods

Atterberg Limits (ASTM D4318), Wash #200 Sieve (ASTM D1140), Moisture Content (ASTM D2216)

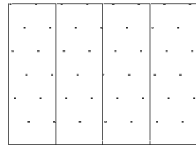
# Appendix



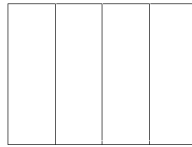
**SAND**



**SLIGHTLY SILTY SAND**



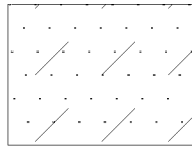
**SILTY SAND**



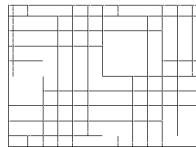
**SILT**



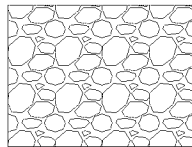
**CLAY**



**CLAYEY SAND**



**PEAT**



**GRAVEL**

**GNE**  
GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING

**N**  
STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT

ENCOUNTERED GROUNDWATER LEVEL

ENCOUNTERED PERCHED WATER LEVEL

$50/2'$   
NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES

**HW**  
SPLIT SPOON SAMPLE ADVANCED UNDER WEIGHT OF ROD AND HAMMER

**HA**  
HAND AUGER

SHELBY TUBE SAMPLER

**w**  
NATURAL MOISTURE CONTENT (%)

$-200$   
FINES PASSING #200 SIEVE (%)

**O.C.**  
ORGANIC CONTENT (%)

**LL**  
LIQUID LIMIT

**PL**  
PLASTIC LIMIT

**PI**  
PLASTICITY INDEX

$c \approx$   
APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS

**K<sub>v</sub>**  
SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)

$\gamma_d$   
DRY UNIT WEIGHT (PCF)

$\gamma_m$   
ESTIMATED MOIST UNIT WEIGHT (PCF)

$\gamma_b$   
ESTIMATED BUOYANT UNIT WEIGHT (PCF)

$\phi$   
ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREES)

GRANULAR SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

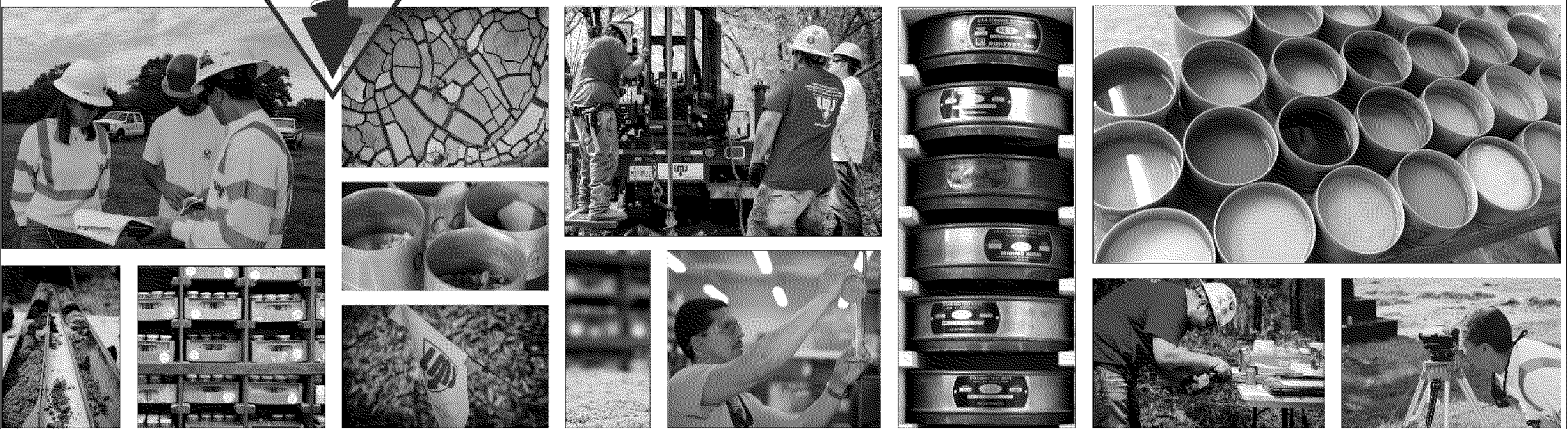
COHESIVE SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

**NOTES**

- 1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D1586
- 2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
- 3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
- 4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
- 5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING ELEVATIONS, IF SHOWN, WERE ESTIMATED FROM PROVIDED TOPOGRAPHIC SURVEY



# Geotech Report



Since 1976

Geotechnical Engineering

Construction Materials Testing

Drilling Services

## Preliminary Geotech Report

### Resurfacing and Widening of Okaloosa County Road 2

Okaloosa County, Florida

LMJ File # 19-305 E

August 14, 2019

#### Prepared for

#### DRMP

Attn: Mr. John Alaghemand, PE

[JAlaghemand@drmp.com](mailto:JAlaghemand@drmp.com)

#### Prepared by

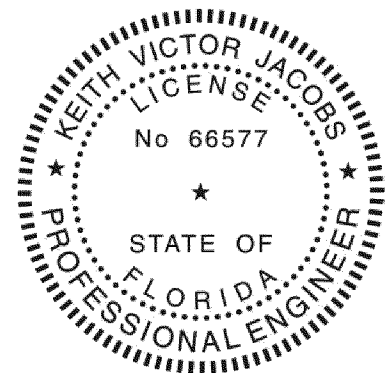
### Larry M. Jacobs & Associates, Inc.

328 East Gadsden Street, Pensacola, Florida 32501

Florida Certificate of Authorization #2184

Terry D. Niemann  
Project Manager

Keith V. Jacobs, PE  
Principal Engineer  
FL Reg. #66577



*This document has been electronically signed and sealed by Keith V. Jacobs (license # 66577) on August 14, 2019. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.*

Summary

Project Info

Pavement

Borings

Lab

Photos

Appendix

## Asphalt Conditions

- ▼ The existing asphalt is in poor condition with widespread alligator and block cracking. Rutting, slippage cracks, and pop-outs were observed in some areas, along with common transverse and longitudinal cracking. Several areas of the roadway had been patched.
- ▼ The cores drilled in the existing asphalt were 2½-4¾ inches thick (3.3 inches on average) with an average of 0.7 inches of asphaltic concrete over sand asphalt over macadam.
- ▼ The sand asphalt layers separated or partially separated in about half of the cores indicating a bond issue between the layers. The four cores drilled on cracks indicated full depth cracking.

## Base and Subgrade Conditions

- ▼ The road borings encountered 4-8 inches (5.9-inch average) of sand clay type base.
- ▼ The widening borings encountered 1-6 inches of topsoil (2.6 inches average).
- ▼ Underlying subgrade was mostly silty sand or clayey/silty sand, with some erratic sand to slightly silty sand layers. Three borings encountered clay layers from 2.5-6 feet.
- ▼ Shallow perched water was present at two boring locations (B-6 and P-10).
- ▼ The sandy soils were generally very loose, loose and medium dense, and the subgrade of the existing road was mostly well-compacted at the boring locations.

## Preliminary Recommendations

- ▼ The existing pavement is in poor condition, and the alligator cracking and rutting indicate potential structural problems with the base/subgrade. In addition, the road appears to be subjected to heavy truck traffic, particularly in the west bound direction.
- ▼ Milling and overlaying the roadway would not address any underlying problems or the heavy traffic, and would therefore only provide a relatively short-term improvement.
- ▼ Rebuilding the pavement including reworking the existing base at a minimum would provide substantial improvement in the performance and lifespan of the road.
- ▼ Replacing or topping the existing moisture sensitive sand clay base with a moisture resistant base (GAB, crushed concrete, or limerock) would extend the life of the pavement further and should be considered.
- ▼ Another option would be to create a moisture resistant base by blending the existing asphalt into the base. Bitumen/cement could be added to the mix.
- ▼ The conditions encountered in the widening borings are generally suitable for supporting the proposed shoulder additions with proper compaction of very loose and loose areas.
- ▼ The primary concern for the widening is the moisture sensitive subgrade soils. These soils are slow draining, retain excess moisture, and are difficult to dry and compact.

**Note:** *The above summary is an overview of the report and should not be used by itself for planning, design, and/or construction. See the relevant sections for further details.*



### Project Information

The project consists of the milling, widening and resurfacing of roughly 9.4 miles of Okaloosa County Road 2. The section to be reworked extends from US Highway 189 to US Highway 85. Reportedly, the existing two-lane road has 10-foot wide lanes. We understand that the lanes are planned to be widened to 12 feet with a paved shoulder. LMJ anticipates minimal cut and fill for the project, and no survey data was available at the time of this report.

### Preliminary Pavement Evaluation

To provide a preliminary evaluation of the existing pavement, LMJ cored the asphalt at twenty locations. The cores were measured for thickness and were photographed in our laboratory. Photos of the cores can be found [here](#).

### Existing Pavement Conditions

The existing roadway is generally in poor condition with widespread block and alligator cracking. Rutting, pop-outs and some initial onset slippage cracks were also observed, along with transverse and longitudinal cracking. Patching of the road was extensive, and more prevalent on the west end of the project. The north half of the westbound lane appeared to have worse cracking possibly indicating that westbound traffic loading could be higher. The four pavement cores drilled on cracks indicated full depth cracking, and two other cores had cracking up to the bottom of the top asphalt surface layer.

The cores drilled in the existing asphalt were  $2\frac{1}{2}$ - $4\frac{3}{8}$  inches thick (3.3 inches on average) with an average of 0.7 inches of asphaltic concrete over sand asphalt over macadam. Separation of the cores in the sand asphalt layer and between the sand asphalt and the macadam was present at many core locations. Selected pictures of the pavement distress are shown below.



# Project Information



# Project Information

- Summary
- Project Info
- Pavement
- Borings
- Lab
- Photos
- Appendix



### Base and Subgrade Conditions

We drilled a 6-foot SPT boring in the twenty core locations in the existing road footprint. Twenty 6-foot deep SPT borings were also drilled on the sides of the roadway for the widening. The subsurface conditions encountered in the SPT borings can be found [here](#). A generalized summary is below.

- ▼ The roadway borings generally encountered 4-8 inches (5.9-inch average) of sand clay type base.
- ▼ The widening borings encountered 1-6 inches of topsoil (2.6 inches average).
- ▼ Underlying subgrade was primarily silty sand at the surface with clayey/silty sand present at the surface at seven boring locations.
- ▼ The subgrade soils in the widening borings were loose and medium dense.
- ▼ The upper 18 inches under the roadway appeared to be primarily medium dense, likely a result of subgrade compaction at the time of construction. Thereafter, the soils were loose, medium dense, and dense to 6 feet.

### Groundwater Conditions

Perched groundwater was encountered in 2 of the 40 borings at a depth of 4 feet below existing grade at the time of drilling. We note that most of the borings encountered low permeability soil layers that have the potential to trap or perch infiltrating stormwater at shallow depths. Rainfall totals, based on data from nearby weather stations, were generally average to below average for a wet season in the Panhandle, and the 8-10 days prior to drilling operations were mostly dry.

*The project information in this section is the basis of our recommendations. If this information changes or is incorrect, our office should be notified, and changes to our report may be needed.*



## General Comments

The existing pavement is generally in poor condition, and the alligator cracking and rutting indicate structural problems with the pavement. Milling and overlaying the roadway would not address the structural problems, and would therefore only provide a relatively short-term improvement. This is because the existing cracking is full depth at many locations, and full depth cracks could not be milled out and would rapidly appear in the overlay. It is also likely that the sand asphalt under the top asphaltic concrete layer is cracked worse than the surface with some of the cores having cracking up to the bottom of this upper layer. The layer separation in the sand asphalt in several of the cores may also be a concern for overlying operations, as removal of the thin asphalt layer on top may leave a less than suitable surface for overlying. Options for providing longer pavement life are provided below. Note that adequate drainage for the roadway is essential, and drainage improvements should be provided where needed.

### Option 1: Rework the Existing Sand Clay Base

Rebuilding the pavement including reworking the existing base at a minimum would provide substantial improvement in the performance and lifespan of the road. The concern with reusing the existing base is that the sand clay base is not well suited for perched water conditions. In addition, exposing the base to the elements could cause delays in construction as this base type can be temporarily unworkable when wet. Another concern with the existing base is that it varied in thickness from 4-8 inches, and additional earthwork and/or imported material would be needed to achieve a uniform base thickness. LMJ recommends further testing and soil borings to determine if the existing base would meet typical requirements for LBR value of sand clay base and if standard structural coefficients for sand clay base would be reasonable for design.

### Option 2: Using Moisture Resistant Base

Replacing or topping the existing moisture sensitive sand clay base with a moisture resistant base (GAB, crushed concrete, or limerock) would extend the life of the pavement even further and should be considered. Crushed concrete and limerock base materials can have considerably more variance in material quality and therefore require more quality control efforts. This option also allows for verifying and achieving uniform compaction in the sand clay under the moisture resistant base.

### Option 3: Creating a Moisture Resistant Base by Blending Asphalt and Existing Base

An innovative option would be to create a moisture resistant base by blending the existing asphalt, sand asphalt, and macadam into the base. Bitumen and/or cement could also be added to improve performance. This method was used on Okaloosa County Road 393 (Hwy 90 to Poverty Creek Road), and this heavy logging traffic road is holding up well 8 years later. This option provides the benefit of being constructed in a single pass, and the blended base can be driven on right away. The concern with this option is that it requires a special piece of equipment and a contractor that has experience with this technique, which would limit the potential bidders.

## Preliminary Pavement Recommendations

### Preliminary Asphalt Recommendations

We recommend paving with FDOT structural and friction course Superpave Asphaltic Concrete (SP-9.5 or 12.5 are preferred) meeting the requirements of Section 334. We also recommend limiting the amount of Recycled Asphalt Pavement (RAP) to no more than 25% of the mixture since mixtures over 25% RAP have a higher potential for quality and performance issues. The asphalt should be compacted to a target of 92% of the laboratory maximum specific gravity ( $G_{mm}$  or Rice Specific Gravity) as determined by FM 1-T 209.

Summary

Project Info

Pavement

Borings

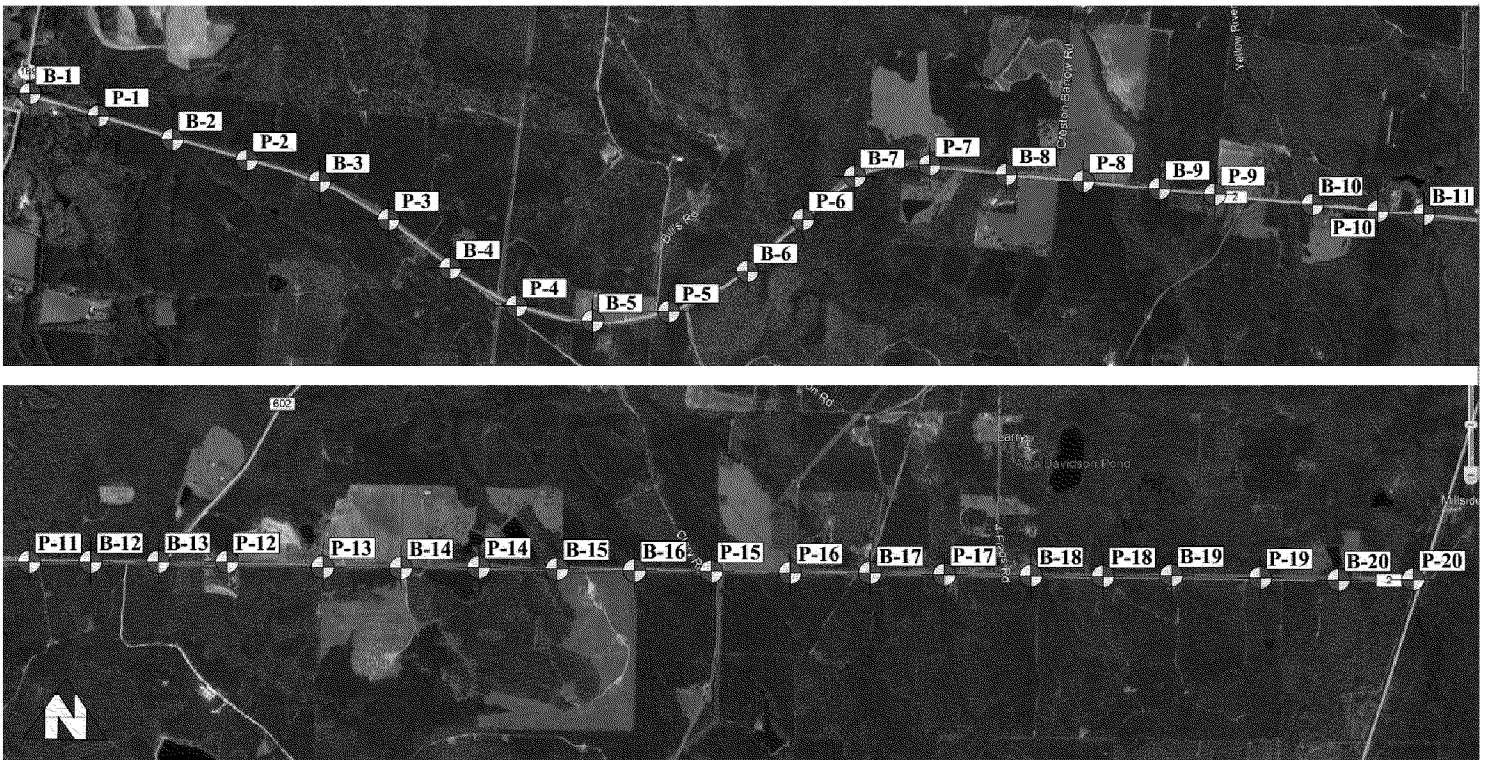
Lab

Photos

Appendix



Boring Location Plan

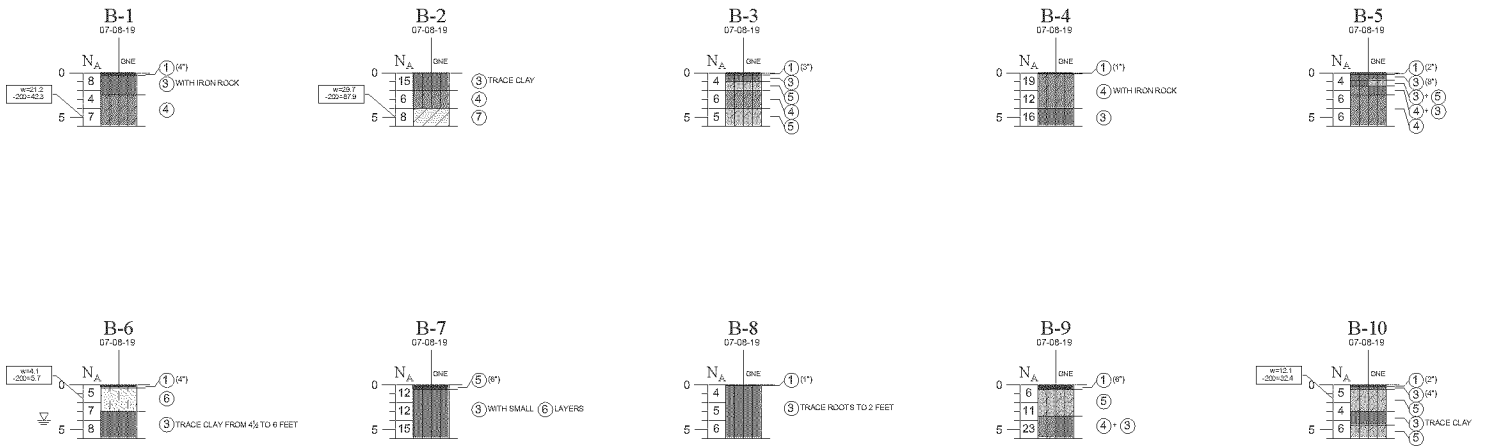


⊕ HAND AUGER/PROBE TEST BORING

⊙ STANDARD PENETRATION TEST BORING



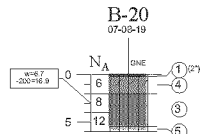
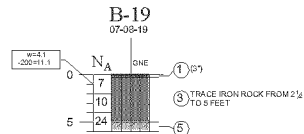
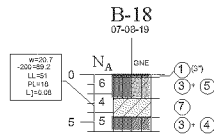
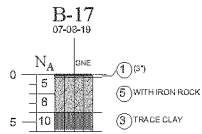
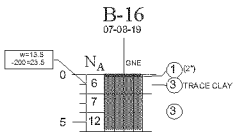
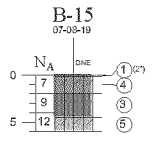
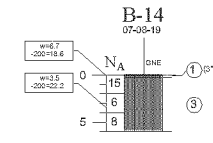
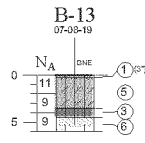
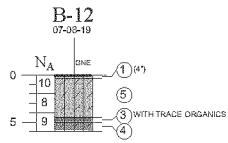
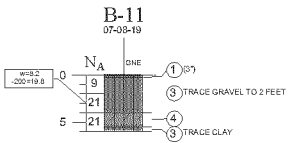
Boring Logs



- |   |  |  |   |  |   |
|---|--|--|---|--|---|
| ① |  | BROWN SILTY SAND (TOPSOIL)(A-2-4)  | ⑤ |  | ORANGE/RED/GRAY SLIGHTLY CLAYEY SILTY SAND (SM/SC)(A-2-4) |
| ② |  | RED/ORANGE SILTY SAND TO SLIGHTLY CLAYEY SILTY SAND (BASE)(A-2-4)              | ⑥ |  | TAN/ORANGE SAND TO SLIGHTLY SILTY SAND (SP TO SP/SM)(A-5) |
| ③ |  | TAN/BROWN/ORANGE/GRAY SILTY SAND (SM)(A-2-4)                                   | ⑦ |  | ORANGE/RED/GRAY/BROWN CLAY (CH)(A-7-8)                    |
| ④ |  | ORANGE/LIGHT GRAY/TAN/RED CLAYEY SILTY SAND AND CLAYEY SAND (SM/SC TO SC)(A-6) |   |  |   |



Boring Logs

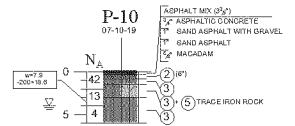
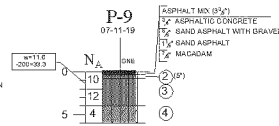
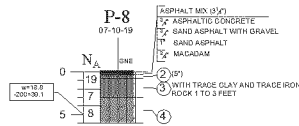
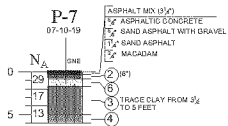
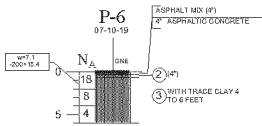
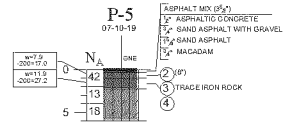
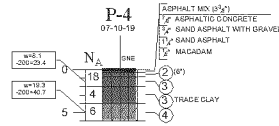
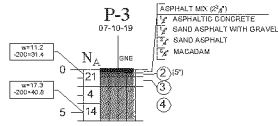
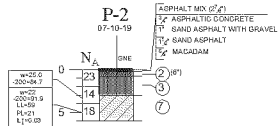
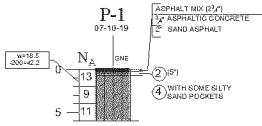


- ① [Pattern] BROWN SILTY SAND (TOPSOIL)(A-2-4)
- ② [Pattern] RED/ORANGE SILTY SAND TO SLIGHTLY CLAYEY SILTY SAND (BASE)(A-2-4)
- ③ [Pattern] TANNER/OFF-ORANGE/GRAY SILTY SAND (SM)(A-2-4)
- ④ [Pattern] ORANGE/LIGHT GRAY/TAN/RED CLAYEY SILTY SAND AND CLAYEY SAND (SM/SC)(A-6)
- ⑤ [Pattern] ORANGE/RED/GRAY SLIGHTLY CLAYEY SILTY SAND (SM/SC)(A-2-4)
- ⑥ [Pattern] TAN/ORANGE SAND TO SLIGHTLY SILTY SAND (SP TO SP/SM)(A-3)
- ⑦ [Pattern] ORANGE/RED/GRAY/BROWN CLAY (CH)(A-7-4)





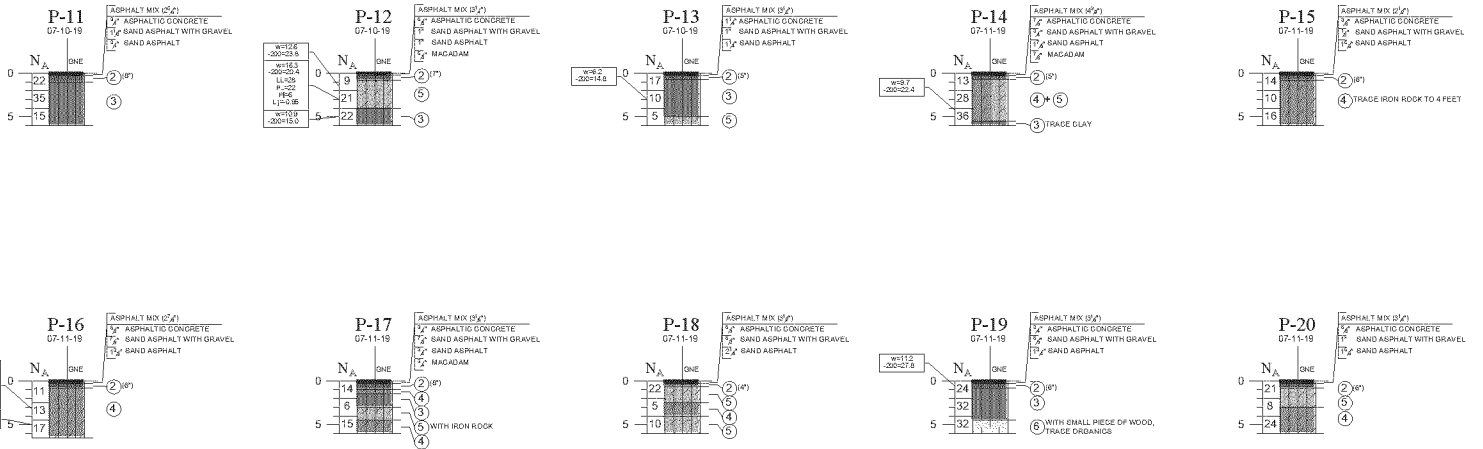
## Boring Logs



- |   |   |
|---|---|
| <p>① BROWN SILTY SAND (TOPSOIL)(A-2-4)</p> <p>② RED/ORANGE SILTY SAND TO SLIGHTLY CLAYEY SILTY SAND (BASE)(A-2-4)</p> <p>③ TAN/BROWN/ORANGE/GRAY SILTY SAND (SM)(A-2-4)</p> <p>④ ORANGE/LIGHT GRAY/TAN/RED CLAYEY SILTY SAND AND CLAYEY SAND (SM/SC)(A-2-4)</p> | <p>⑤ ORANGE/RED/GRAY SLIGHTLY CLAYEY SILTY SAND (SM/SC)(A-2-4)</p> <p>⑥ TAN/ORANGE SAND TO SLIGHTLY SILTY SAND (SP TO SP/SM)(A-3)</p> <p>⑦ ORANGE/RED/GRAY/BROWN CLAY (CH)(A-7-6)</p> |
|---|---|



## Boring Logs



NOTE: SAMPLE #2 NO RECOVERY

- |   |   |
|---|---|
| <p>① BROWN SILTY SAND (TOPSOIL)(A-2-4)</p> <p>② RED/DORANGE SILTY SAND TO SLIGHTLY CLAYEY SILTY SAND (BASE)(A-2-4)</p> <p>③ TAN/BROWN/DORANGE/GRAY SILTY SAND (SM)(A-2-4)</p> <p>④ ORANGE/LIGHT GRAY/TAN/RED CLAYEY SILTY SAND AND CLAYEY SAND (SM/SC TO SC)(A-6)</p> | <p>⑤ ORANGE/RED/GRAY SLIGHTLY CLAYEY SILTY SAND (SM/SC)(A-2-4)</p> <p>⑥ TAN/ORANGE SAND TO SLIGHTLY SILTY SAND (SP TO SP/SM)(A-3)</p> <p>⑦ ORANGE/RED/GRAY/BROWN CLAY (CH)(A-7-6)</p> |
|---|---|



## REPORT OF TESTS OKALOOSA COUNTY ROAD 2 WIDENING AND RESURFACING STATE OF FLORIDA

FINANCIAL PROJECT ID: N/A  
 DISTRICT NO.: N/A  
 ROAD NO.: N/A  
 SUBMITTED BY: LARRY M. JACOBS  
 AND ASSOCIATES, INC

STRATUM NO.	LSR TEST		ORGANIC CONTENT		MOISTURE CONTENT		SIEVE ANALYSIS RESULTS % PASS					ATTERBERG LIMITS			DESCRIPTION	CORROSION TEST RESULTS				SUBSTRUCTURE ENVIRONMENTAL CLASSIFICATION		
	NO. OF TESTS	LSR VALUE (%)	NO. OF TESTS	% ORGANIC	NO. OF TESTS	MOISTURE CONTENT	NO. OF TESTS <sup>(1)</sup>	% PASSING 10 MESH	% PASSING 40 MESH	% PASSING 60 MESH	% PASSING 100 MESH	% PASSING 200 MESH	NO. OF TESTS	LIQUID LIMIT		PLASTIC INDEX	AASHTO GROUP	RESISTIVITY OHM-CM	CHLORIDES PPM	SULFATE PPM	pH	CONCRETE
1	-	-	-	-	1	7	1	-	-	-	-	19	-	-	-	A-2-4	-	-	-	-	-	-
2	-	-	-	-	3	8-31	3	-	-	-	-	17-31	-	-	-	A-2-4	-	-	-	-	-	-
3	-	-	-	-	12	4-35	12	-	-	-	-	11-35	-	-	-	A-2-4	-	-	-	-	-	-
4	-	-	-	-	7	14-46	7	-	-	-	-	39-45	1	38	22	A-6	-	-	-	-	-	-
5	-	-	-	-	4	10-32	4	-	-	-	-	20-32	1	28	6	A-2-4	-	-	-	-	-	-
6	-	-	-	-	1	4	1	-	-	-	-	6	-	-	-	A-3	-	-	-	-	-	-
7	-	-	-	-	4	21-92	4	-	-	-	-	88,92	2	51,59	33,38	A-7-6	-	-	-	-	-	-

NOTES:  
 (1) NUMBER OF TESTS REPRESENTS NUMBER OF #200 SIEVE TESTS  
 (2) STRATA BOUNDARIES ARE APPROXIMATE AND REPRESENT SOIL STRATA AT EACH TEST HOLE LOCATION ONLY.  
 (3) THE SYMBOL "-" REPRESENTS AN UNMEASURED PARAMETER  
 (4) GWK INDICATES GROUNDWATER TABLE NOT ENCOUNTERED AT TIME OF SURVEY.

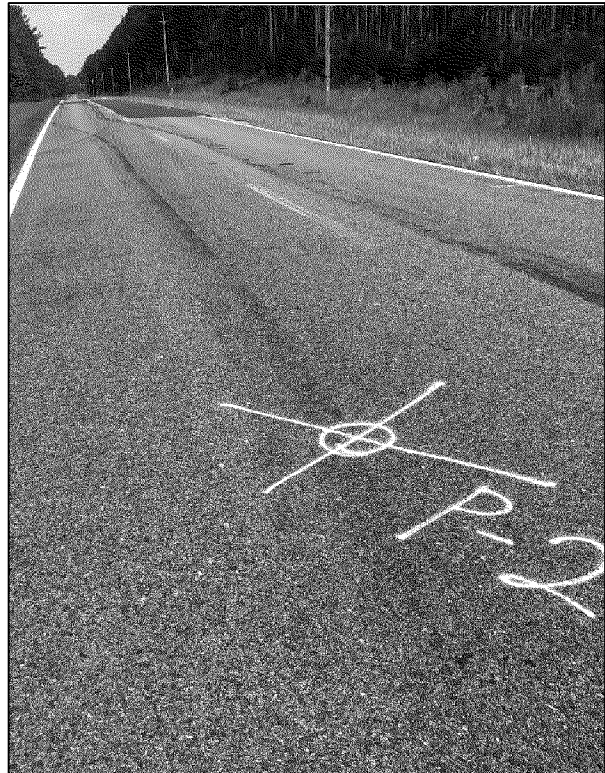
Photos



Boring P-1 Located at (30.924767°, -86.632324°), total thickness of 2 3/4 inches.



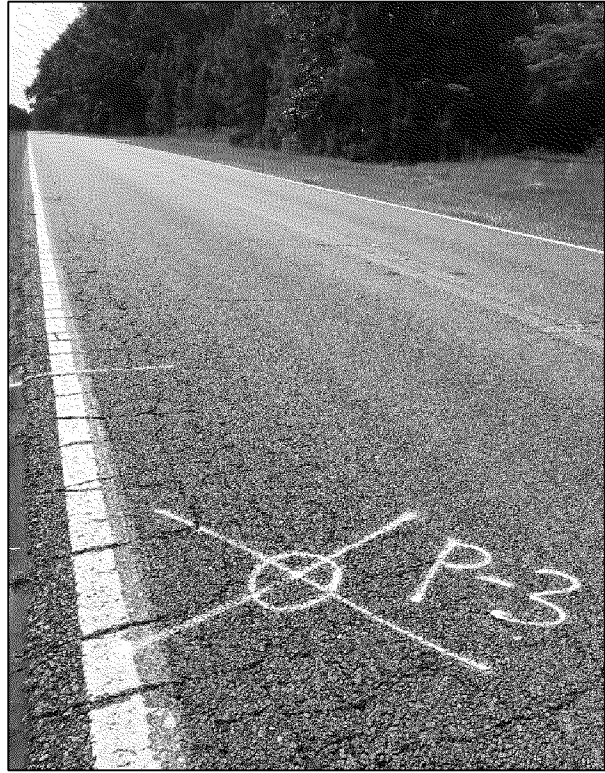
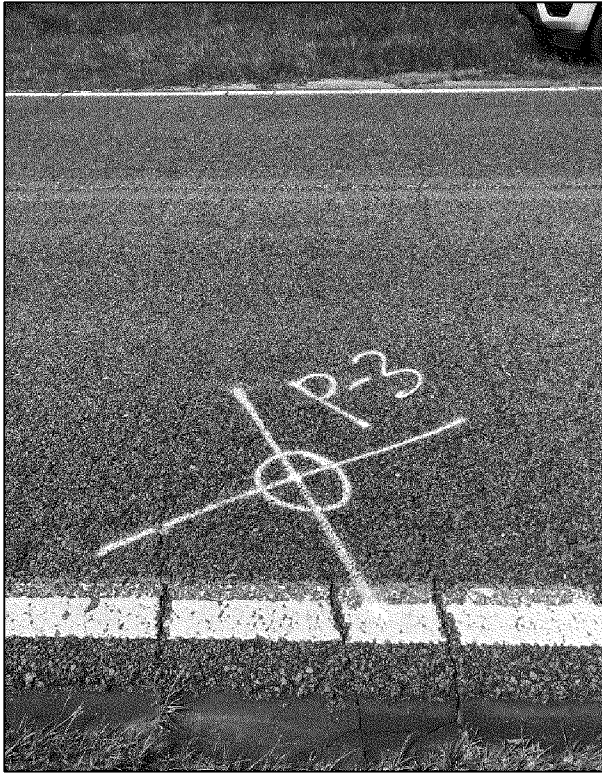
# Photos



Boring P-2 Located at (30. 923362°, -86. 624355°), total thickness of 3 3/4 inches.



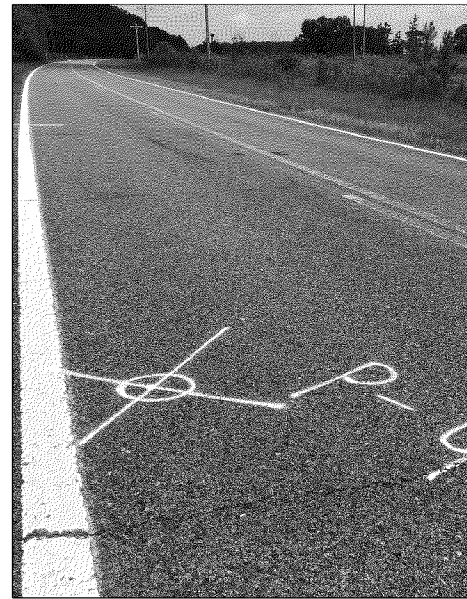
# Photos



Boring P-3 Located at (30. 921171°, 86. 616658°), total thickness of 2 ½ inches.



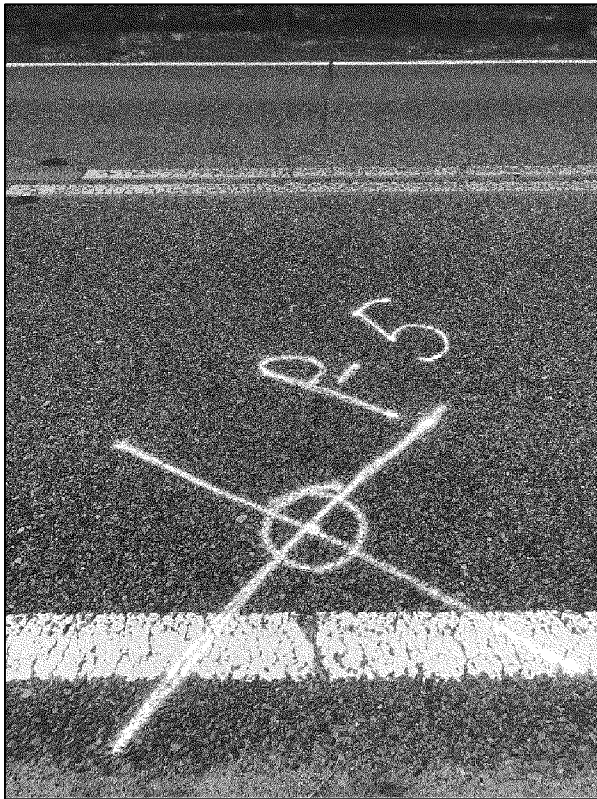
Photos



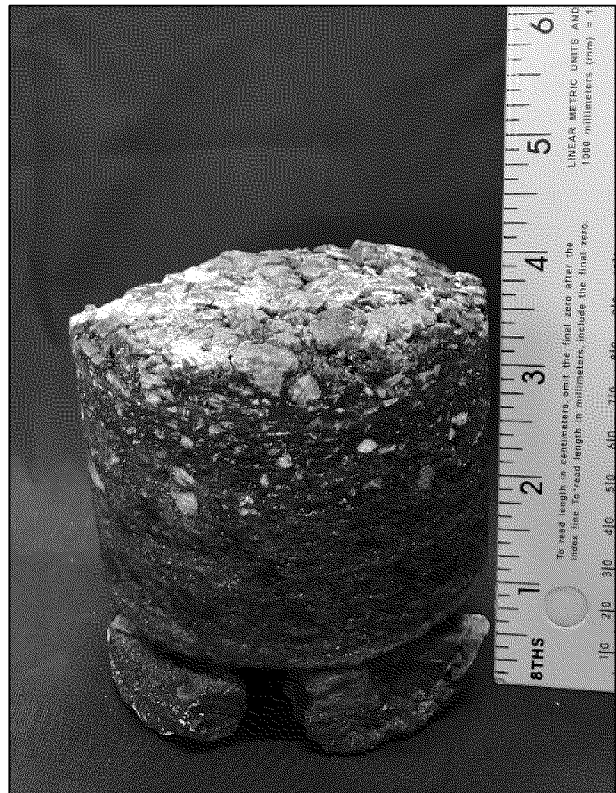
Boring P-4 Located at (30. 917737°, -86.609594°), total thickness of 3 7/8 inches.



# Photos

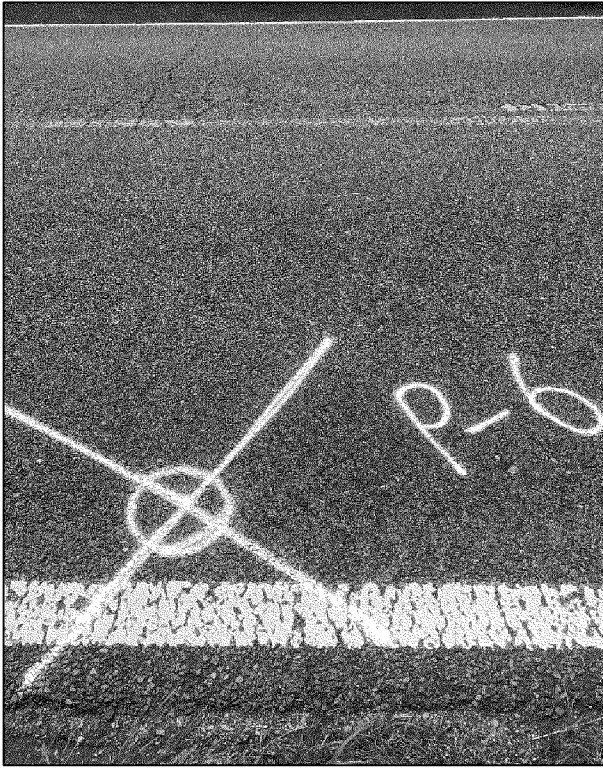


Boring P-5 Located at (30. 918035°, -86. 601606°), total thickness of 3 3/4 inches.





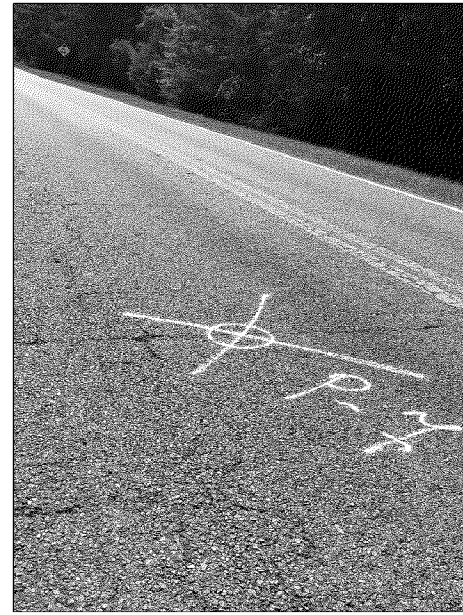
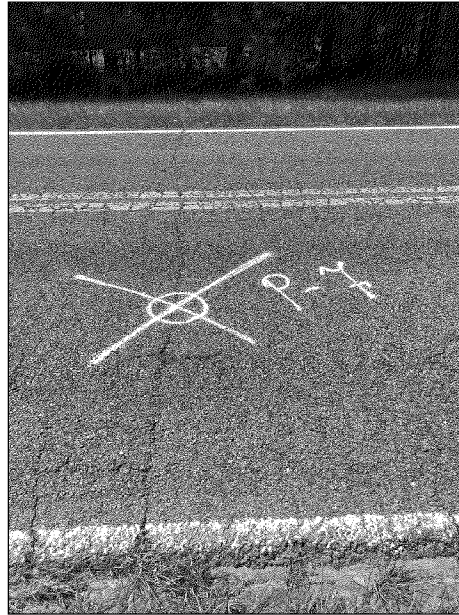
# Photos



Boring P-6 Located at (30. 922711°, -86. 594893°), total thickness of 4 inches.



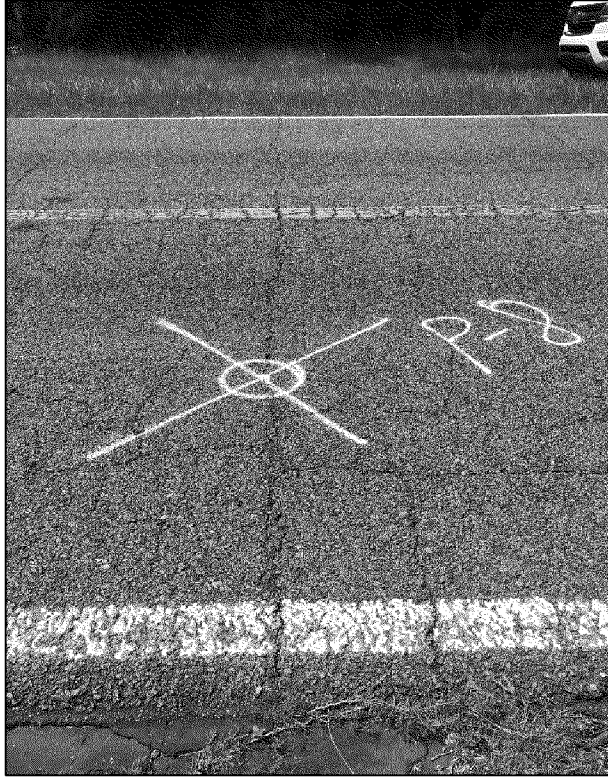
Photos



Boring P-7 Located at (30. 925652°, -86. 588494°), total thickness of 3 7/8 inches.



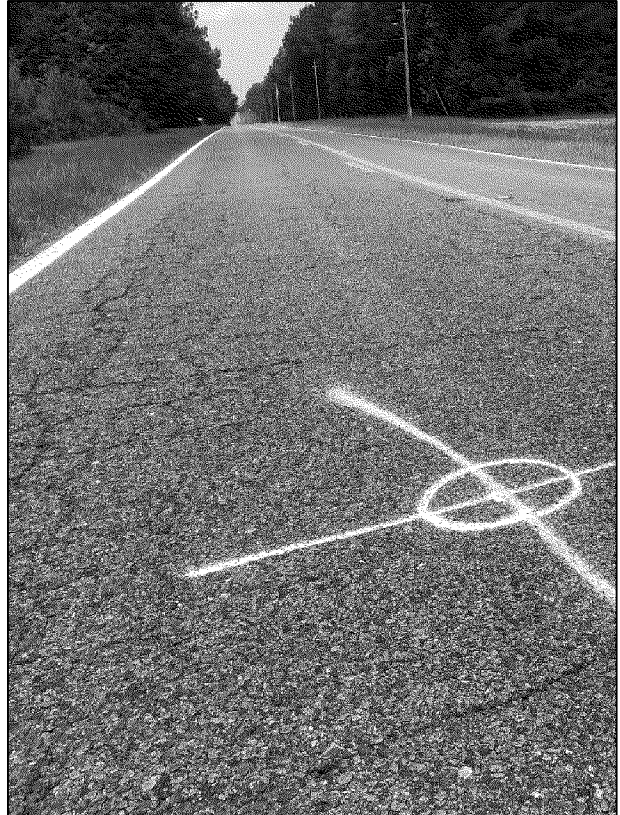
# Photos



Boring P-8 Located at (30. 925499°, -86. 580349°), total thickness of 3 ¼ inches.



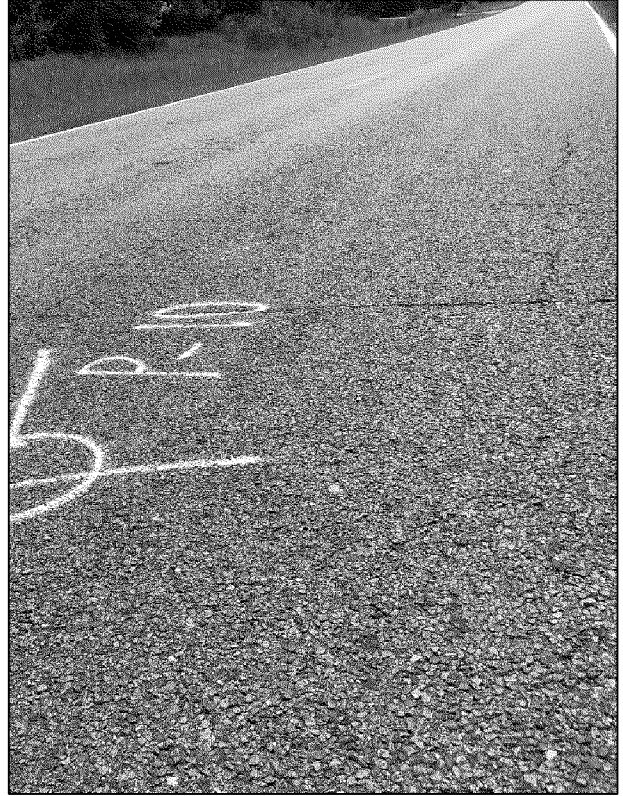
# Photos



Boring P-9 Located at (30. 925369°, -86. 573273°), total thickness of 3 ¼ inches.



# Photos



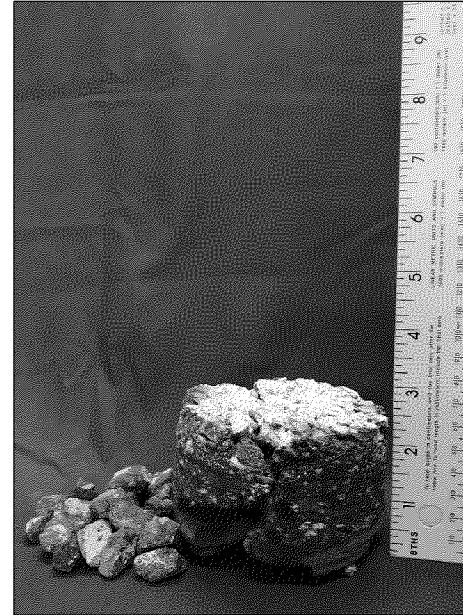
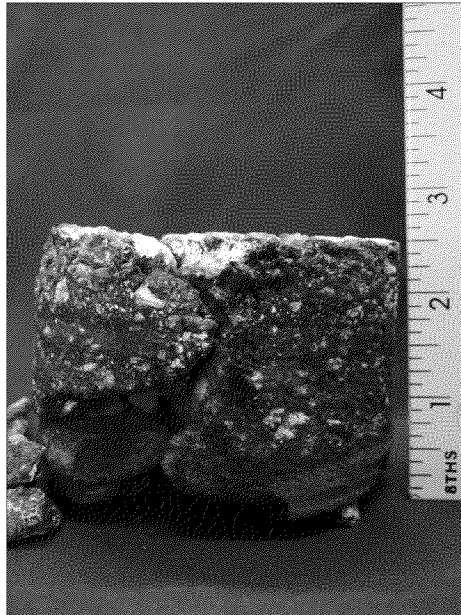
Boring P-10 Located at (30. 925209°, -86. 564592°), total thickness of 3 3/8 inches.



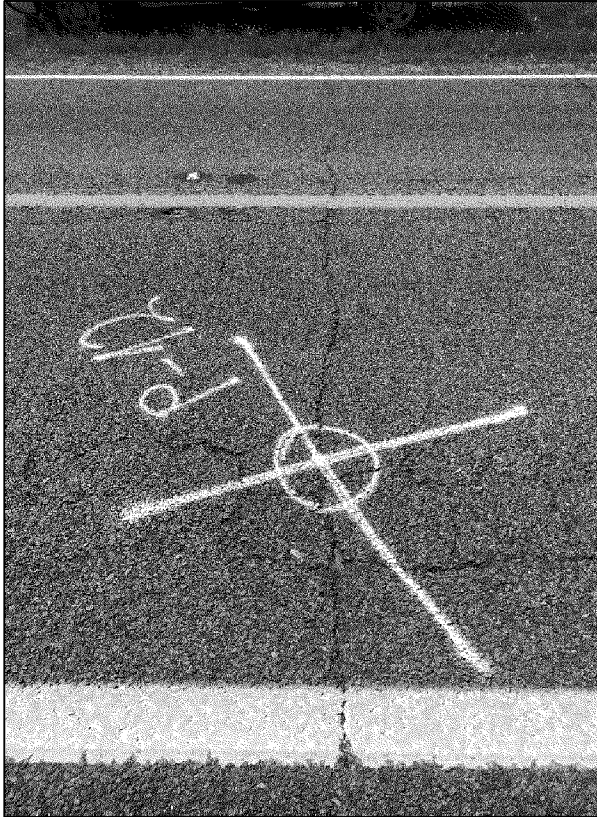
Photos



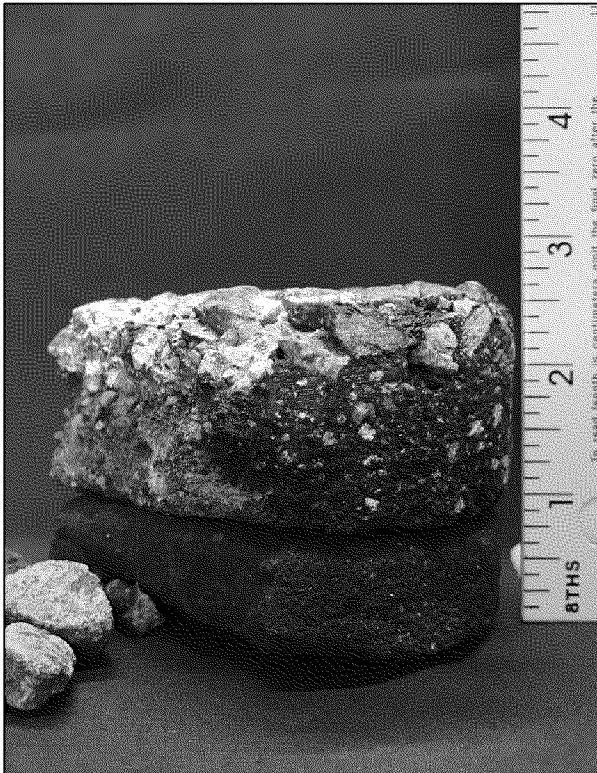
Boring P-11 Located at (30. 925176°, -86. 555313°), total thickness of 2 ½ inches.



# Photos



Boring P-12 Located at (30. 925120°, -86. 548012°), total thickness of 5 7/8 inches.



Photos

- Summary
- Project Info
- Pavement
- Borings
- Lab
- Photos
- Appendix



Boring P-13 Located at (30. 924973°, -86. 539868°) total thickness of 3 3/8 inches.

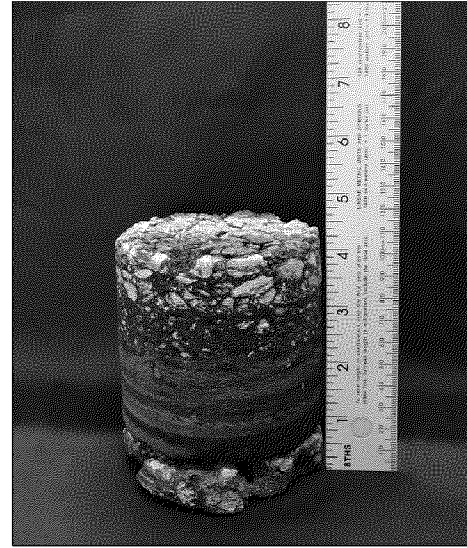
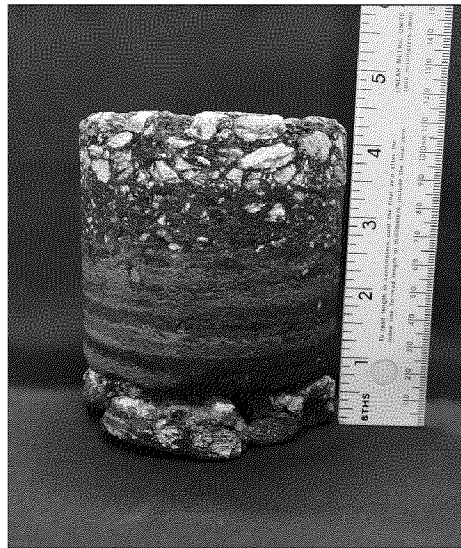




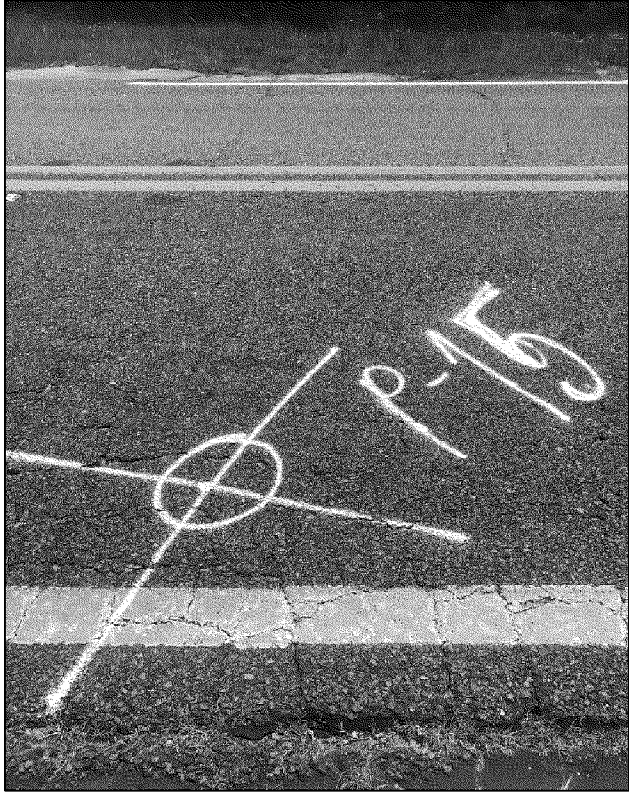
Photos



Boring P-14 Located at (30. 924897°, -86. 531723°), total thickness of 4 3/8 inches.



# Photos



Boring P-15 Located at (30. 924761°, -86. 523579°), total thickness of 2 3/4 inches.



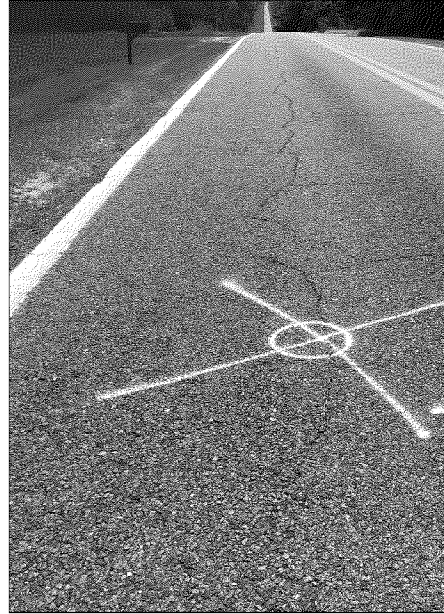
# Photos



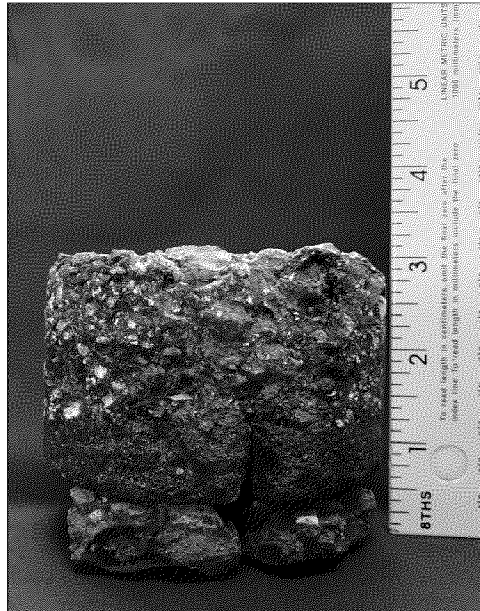
Boring P-16 Located at (30. 924669°, -86. 515431°), total thickness of 2 ¾ inches.



Photos



Boring P-17 Located at (30. 924581°, -86. 507425°), total thickness of 4 3/8 inches.



- Summary
- Project Info
- Pavement
- Borings
- Lab
- Photos
- Appendix

Photos

- Summary
- Project Info
- Pavement
- Borings
- Lab
- Photos
- Appendix



Boring P-18 Located at (30. 924498°, -86. 499137°), total thickness of 3 3/8 inches.



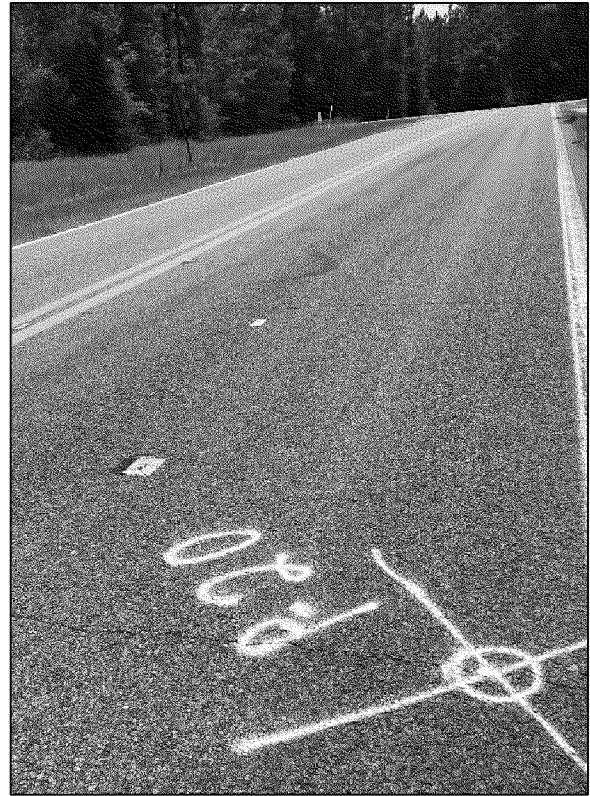
# Photos



Boring P-19 Located at (30. 924418°, -86. 490987°), total thickness of 3 1/8 inches.



# Photos



Boring P-20 Located at (30. 924296°, -86. 483084°), total thickness of 3 ¼ inches.



### Basis of Preliminary Recommendations

Preliminary recommendations rendered herein are based on assumed and/or design information available at the time of this report, the subsurface conditions encountered in the test borings, generally accepted geotechnical engineering principles and practices, and our experience with similar soil and groundwater conditions. Should final project information or existing conditions differ from the information used in this report, or should any soil conditions not discussed in this report be encountered during construction, our office should be notified and retained so that this report can be modified as needed. This preliminary report was based on borings spaced wider than normal and a limited amount of laboratory testing. LMJ recommends drilling additional borings and performing additional laboratory tests in order to render a final report in accordance with the standard of care. After issuing a final report, LMJ should be provided the final plans and specifications for review to determine if any changes to our report are needed based on the final design and that our recommendations have been properly interpreted.

This preliminary report and any correspondence are intended for the exclusive use of our client for the specific application to the project discussed. LMJ is not responsible for the interpretations, conclusions, or recommendations made by others based on the information in this report.

Regardless of the care exercised in performing a preliminary geotechnical exploration, the possibility always exists that soil and/or groundwater conditions will differ from those encountered at the specific boring locations. In addition, construction operations may alter the soil conditions. Therefore, it is recommended that a representative from LMJ be involved during the construction phases discussed in this report.

### Test Methods

#### Standard Penetration Test

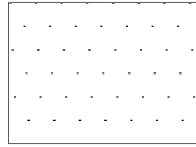
The Standard Penetration Test (SPT) consists of driving a 2-inch diameter split spoon sampler into the ground using a 140-pound hammer dropped 30 inches. The number of blows required to drive the sampler one foot (after seating it 6 inches) is referred to as the blow count or "N" value and represents the relative density of subsurface soils. "N" values can be found on the boring logs. The SPT borings were drilled in general accordance with ASTM D1586 using a truck mounted drill rig and were sampled by driving back-to-back 2-foot split spoons and augering when needed using solid stem flight auger. Each sample was removed from the sampler, classified in the field by the driller, and packaged for visual classification by our engineering staff and laboratory testing. The borings were sampled using an autohammer. FDOT converts auto hammer to safety hammer using 1.24 conversion factor.

#### Other Test Methods

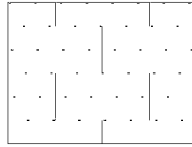
Atterberg Limits (ASTM D4318), Wash #200 Sieve (ASTM D1140), Moisture Content (ASTM D2216)



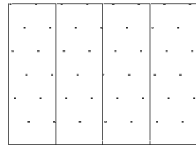
# Appendix



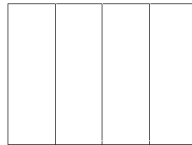
**SAND**



**SLIGHTLY SILTY SAND**



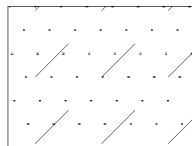
**SILTY SAND**



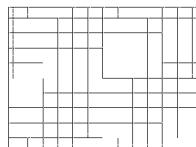
**SILT**



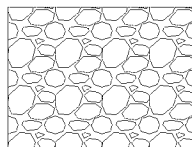
**CLAY**



**CLAYEY SAND**



**PEAT**



**GRAVEL**

**GNE**  
GROUNDWATER NOT ENCOUNTERED AT TIME OF DRILLING

**N**  
STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT

ENCOUNTERED GROUNDWATER LEVEL

ENCOUNTERED PERCHED WATER LEVEL

$50/2'$   
NUMBER OF BLOWS REQUIRED (50) TO ADVANCE SPLIT SPOON SAMPLER A SPECIFIC DISTANCE (2) INCHES

**HW**  
SPLIT SPOON SAMPLE ADVANCED UNDER WEIGHT OF ROD AND HAMMER

**HA**  
HAND AUGER

SHELBY TUBE SAMPLER

**w**  
NATURAL MOISTURE CONTENT (%)

$-200$   
FINES PASSING #200 SIEVE (%)

**O.C.**  
ORGANIC CONTENT (%)

**LL**  
LIQUID LIMIT

**PL**  
PLASTIC LIMIT

**PI**  
PLASTICITY INDEX

$c \approx$   
APPROXIMATE COHESION VALUE (PSF) BASED ON POCKET PENETROMETER READINGS

**K<sub>v</sub>**  
SATURATED VERTICAL HYDRAULIC CONDUCTIVITY (FT/DAY)

$\gamma_d$   
DRY UNIT WEIGHT (PCF)

$\gamma_m$   
ESTIMATED MOIST UNIT WEIGHT (PCF)

$\gamma_b$   
ESTIMATED BUOYANT UNIT WEIGHT (PCF)

$\phi$   
ESTIMATED ANGLE OF INTERNAL FRICTION (DEGREES)

GRANULAR SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-4	VERY LOOSE
5-10	LOOSE
11-30	MEDIUM DENSE
31-50	DENSE
GREATER THAN 50	VERY DENSE

COHESIVE SOILS	
SPT BLOWS/FOOT (N)	RELATIVE DENSITY
0-2	VERY SOFT
3-4	SOFT
5-8	MEDIUM STIFF
9-16	STIFF
17-32	VERY STIFF
GREATER THAN 32	HARD

**NOTES**

- 1) SPT BORINGS PERFORMED IN GENERAL ACCORDANCE WITH ASTM D1586
- 2) SUBSURFACE CONDITIONS ARE AT BORING LOCATIONS AND ACTUAL CONDITIONS BETWEEN BORINGS MAY VARY
- 3) ALL CLASSIFICATIONS ARE BASED ON VISUAL EXAMINATION UNLESS ACCOMPANIED BY LABORATORY TEST RESULTS
- 4) BOUNDARIES BETWEEN SOIL LAYERS SHOULD BE CONSIDERED APPROXIMATE AS THE ACTUAL TRANSITION MAY BE GRADUAL
- 5) DEPTH OF BORING IS BELOW EXISTING GRADE AT TIME OF DRILLING ELEVATIONS, IF SHOWN, WERE ESTIMATED FROM PROVIDED TOPOGRAPHIC SURVEY

**Contract Duration Estimate  
COUNTY ROAD 2  
RESURFACING / WIDENING PROJECT**

WORK BEING PERFORMED	UNIT OF WORK	DESCRIPTION	PRODUCTION RATE	DAYS x 1.40	CONST. DAYS	10	20	40	60	80	100	120	140	160	180	200	220	240	260	280	300	320	340	360	380	400	
<b>GENERAL</b>																											
MOBILIZATION	PROJECT		15 DAYS		15																						
<b>MAINTENANCE OF TRAFFIC</b>																											
TEMPORARY STRIPING	37 MI		4 MIDAY	10 14 14																							
TEMPORARY RPM'S	2,442 EA		500 EA/DAY	5 7 7																							
<b>CLEARING AND GRUBBING</b>																											
CLEARING AND GRUBBING	41 AC		5 AC/DAY	9 13 13																							
REMOVE EXIST CONC PAVT	1054 SY		500 SY/DAY	2 3 3																							
<b>EARTHWORK</b>																											
EXCAVATION-REGULAR	11,886 CY		CHART	17 24 24																							
EMBANKMENT	29,938 CY		CHART	26 37 37																							
<b>ROADWORK</b>																											
BASE	26,956 SY		CHART	17 24 24																							
STABILIZATION	76,844 SY		1800 SY / DAY	49 69 69																							
MILLING	1,453 SY		8000 SY / DAY	1 2 2																							
TURNOUT CONSTRUCTION	1,999 SY		200 SY/DAY	6 9 9																							
MISC ASPHALT PAVEMENT	477 TN		800 TN/DAY	1 2 2																							
REWORK AND COMPACT EXIST ASPH	108,488 SY		1500 SY/DAY	73 103 103																							
<b>ASPHALT</b>																											
SUPERPAVE ASPH CONC	18,277 TN		CHART	24 34 34																							
<b>PAVEMENT MARKINGS</b>																											
DIRECTIONAL ARROWS	12 EA		50 EA/DAY	1 2 2																							
MESSAGES	13 EA		30 EA/DAY	1 2 2																							
THERMOPLASTIC STRIPING	37 SM		7 SM/DAY	6 9 9																							
RPM'S	2,442 EA		750 EA/DAY	4 6 6																							
TRAFFIC STRIPE SOLID (Paint/Mixal/24")	404 LF		2000 LF/DAY	1 2 2																							
PAINTED PAVT MARRINGS (Final Surface)	37 NM		7 NM/DAY	6 9 9																							
<b>EROSION CONTROL</b>																											
SILT FENCE	9,813 LF		1500 LF/DAY	7 10 10																							
<b>DRAINAGE</b>																											
INLET	1 EA		8 EA/DAY	1 2 2																							
MITRED END SECTIONS	66 EA		13 EA/DAY	6 9 9																							
PIPE INSTALLATION <8' deep	676 LF		300 LF/DAY	3 5 5																							
MANHOLES	1 EA		4 EA/DAY	1 2 2																							
RIPRAP	24 TN		50 TN/DAY	1 2 2																							
DITCH PAVING	79 SY		200 SY/DAY	1 2 2																							
CONCRETE ENDWALLS	23 EA		15 EA/DAY	2 3 3																							
<b>CONCRETE</b>																											
CONCRETE DRIVEWAY	280 SY		300 SY/DAY	1 2 2																							
<b>DEMOLITION</b>																											
REMOVAL DECK & HANDRAIL	260 SY		30 SY/DAY	9 13 13																							
BRIDGE	2,247 SF		375 SF/DAY	6 9 9																							
<b>TRAFFIC RAIL BARRIER</b>																											
TRAFFIC RAILING	2,434 LF		180 LF/DAY	16 23 23																							
<b>SUPERSTRUCTURE</b>																											
BRIDGE DECK	1 CY		11 CY/DAY	1 2 2																							
<b>GUARDRAIL</b>																											
REMOVE EXISTING	2,090 LF		2000 LF/DAY	2 3 3																							
BURRHS & INSTALL	4,774 LF		1000 LF/DAY	5 7 7																							
END ANCHORS	24 EA		8 LF/DAY	3 5 5																							
<b>MISCELLANEOUS</b>																											
MAILBOXES	20 EA		25 EA/DAY	1 2 2																							
<b>SIGNING</b>																											
DELINEATOR	24 EA		10 EA/DAY	3 5 5																							
SINGLE POST SIGN	45 AS		15 AS/DAY	3 5 5																							
SINGLE POST SIGN REMOVE	54 AS		30 AS/DAY	2 3 3																							
OBJECT MARKER	65 EA		10 EA/DAY	7 10 10																							
<b>LANDSCAPING</b>																											
PERFORMANCE SOD	27,363 SY		3250 SY/DAY	9 13 13																							
PERFORMANCE TURF	144,317 SY		2350 SY/DAY	7 10 10																							
ARTIFICIAL COVERING	1,717 SY		1500 SY/DAY	2 3 3																							
<b>TOTAL CONTRACT TIME - 388 CONSTRUCTION DAYS - USE 390 DAYS</b>																											

Production rates taken from FDOT Production Rates Website:  
www.dot.state.fl.us/construct/Sched/line/Prod/ProductionRates.xls

**SIGN IN SHEET**  
**February 23, 2022 @ 9:00 A.M.**  
**Mandatory Pre-Bid Meeting**  
**County Road 2 Widening and Resurfacing**

Addendum 4

COMPANY	SIGNATURE	TELEPHONE #	EMAIL ADDRESS (PLEASE PRINT CLEARLY)
Anderson Columbia	<i>Brandon Purvis</i>	850-447-4466	brandon.purvis@andersoncolumbia.com
C.W. Roberts Contracting Inc	<i>Ed Miller</i>	850-549-1122	emiller@cwcontracting.com
RS&H	<i>Jack Elliott</i>	850-258-3952	jack.elliott@rsandh.com
RS&H	<i>Tyler Joseph</i>	850-305-7009	tyler.joseph@rsandh.com
DRMP	<i>Jalayah Mand</i>	850-596-4348	Jalahamand@drmp.com
American Sand + Asphalt	<i>Bobby</i>	850 763-4300	bobby@american sand ap.com
Purchasing	<i>Dmasand</i>	850-689-5960	dmasand@myokaloosa.com
Purchasing	<i>Ahammonds</i>	850-689-5960	ahammonds@myokaloosa.com
Engineering/PW	<i>Clejeune</i>	850-423-4886	clejeune@myokaloosa.com
PW	<i>Sblack</i>	850-423-4881	sblack@myokaloosa.com
Okaloosa County PW	<i>Scott Bitterman</i>	850-689-5772	sbitterman@myokaloosa.com

CR 2 Widening and Resurfacing  
Bid No.: ITB PW 06-23  
Mandatory Pre-Bid Meeting

Pre-Bid Meeting Date: Thursday Feb 23, 2023 at 9:00 AM Local Time  
Location: Resource PWN Large Conference Room then Mack Tyner Bridge for interested bidders

Bid Date is: Wednesday, 19 Apr 2023 at 03:00 PM Local Time  
Location: Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida

Welcome  
Introductions

DeRita Mason – Okaloosa County Purchasing  
Steve Blalock P.E. – Okaloosa County Design Engineer/Project Manager  
Carisse LeJeune – Surtax Program Manager  
Design Professionals – John Alaghemand, DRMP  
CEI – Jack Elliot and Tyler Joseph, RS&H

Purpose of today's meeting:

- Meaningful Discussion
- Assist Bidders with submitting their bid

---

Make sure and sign the Register

---

Disclaimer: Nothing we say today will be legally binding. Any changes contemplated and/or discussed shall be issued within an Addendum. Be sure to evaluate the addendum as you consider preparation of your bid.

---

FTP Site: Documents Included for ITB 06-23:

- Project Manual - ITB PW 06-23
- CR 2 Widening and Resurfacing (Civil Plans)
- Addendums 1, 2, 3 and 4

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Procurement Documents include:

Bid Requirements  
Advertisement for Bids  
Instructions to Bidders  
Pre-Bid Question Form  
Bid Form with Attachments  
Bid Bond

Contract Documents include:

Agreement  
General and Supplementary Conditions  
Notice of Award  
Other documents that may be subsequently added  
General Requirement Documents  
Technical Specifications, incl. Geotechnical Report  
Drawings  
Bid Forms

---

**[00020 Advertisement]**

Bid Date is: Wed, 19 Apr 2023 at 3:00 PM Local Time

Location: Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida

Question Deadline: Thursday, March 30 2023 at 3:00 PM Local Time

---

How to submit a Bid

**[00100 Instructions to Bidders]**

Article 3 – Bidders must be licensed to perform the required work.

Article 6 – Site and Other Areas - 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 CONTRACTOR.

Article 7 – Interpretations and Addenda – All Questions about meaning or intent are to be submitted in writing to the Purchasing Department **Attachment A – Addendum Acknowledgement**

Article 8 – Bid Security – 5% of your maximum bid price or Bid Bond (Bid Bond 00430-1).

Article 9 – Contract Times are set forth in Article 4 of the agreement.

Article 10 – Liquidated Damages are set forth in Article 4 of the agreement.

Article 11 – Substitute and “or-equal” - Items will be on the basis of materials and equipment specified or described in the Bidding Documents. No substitute or “or-equal” items except as addressed by the technical specifications or Addendum.

Article 12 – Subcontracting – at this time, we are not requesting a list of your subcontractors.

Article 12 – Note that **Attachment B – Schedules of Subcontractors is not required with the bid.**

Article 13 – Preparation of Bid: Provide one .pdf copy through Vendor Registry

Article 14 – Basis of Bid; Evaluation of Bids: Unit Price Contract

Article 15 – Submittal of Bid – Submit through Vendor Registry

Article 16 – Modification and Withdrawal of Bid – A Bid may be modified or withdrawn / 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. The bid submittal may not be withdrawn for sixty (60) days.

Article 17 – Opening of Bids (section 00020 – Advertisement for Bids) - Shall be public on date/time in the Advertisement

Article 18 – Bids to remain subject to acceptance (valid for 60 days)

Article 19 – Award of Contract – See sections for Right to Waive and Reject and Disqualification of Bidders.

19.02 Disqualification of Bidders:

H. Listing of the BIDDER by any Local, State or Federal Government on its barred/suspended vendor list.

I. Reorganization or Bankruptcy Proceedings – Bids will not be considered from Bidders who are currently involved in official financial reorganization or bankruptcy proceedings

Article 20 – Signing of the Agreement – Describes the agreement process and procedures.

Article 21 – Public Entity Crime Information – Convicted Vendors List

Article 22 – Conflict of Interest – **Attachment C** – Disclose Officer/Director/Agent etc. who is also a public officer/employee OCBCC/Agency/Entity.

Article 23 – Recycled Content Information– **Attachment D** – In support of FL Waste Mgt Law. Encouraged not Required.

Article 26 – Identical Tie Proposals - the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County.

Article 27 – Drug-Free Workplace Program (DFWP) – **Attachment E** – Certifying they have a DFWP

Article 28 – Indemnification and Hold Harmless – **Attachment F** – Comply with Hold Harmless in accordance with F.S. Sec 725.06

Article 29 – Discrimination - An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid

Article 30 – Contract Security and Insurance – **Attachment G** – certify that insurance policies in effect meet requirements [Ref. Gen'l Conditions 00700 Article 6; Supplemental Conditions 00800 Article 6.]

Article 31 – Cone of Silence Clause / (No Contact Clause in Bid Form Attachment) – Attachment H

Article 32 – Protection of Resident Workers – **Attachment I** for Federal E-Verify Compliance Certification

Article 33 – Child Labor– **Attachment J** - No knowledge of person under the age of 18 was used in the supply of any end product

Article 34 – Non-Collusion Statement **Attachment K**

Article 40 – System for Award Management (SAM) (See Exhibit A / 00100-13)  
The BIDDER shall ensure registration with the System for Award Management (SAM) database prior to award (<https://www.sam.gov/>).

Article 41 – Other Statements, Forms and Documentation

- Company Data– **Attachment 'L'**
- List of References– **Attachment 'M'**
- Vendors on Scrutinized Companies Lists - **Attachment 'N'**
- Certification Regarding Debarment, Suspension– **Attachment 'P'**

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**[00150 – Use this form to submit Pre-Bid Questions]**

Question Deadline: March 30, 2023 3:00 PM (CST) (Article 7)

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**[00410 Bid Form with Attachments]**

**Article 3 – Bidder’s Representations**

- BIDDER has examined and carefully studied the Bidding Documents,
- Hereby acknowledges receipt of the Addenda as defined in Attachment “A”
- BIDDER has visited the Site
- BIDDER has carefully studied all: reports in particular

Article 4 – Bidder’s Certification - BIDDER has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

**Article 5 – Basis of Bid**

Bid Summary Sheet – Pages 00410-3, 00410-4 and 00410-5:

Are the forms self-explanatory?

Article 6 – Time of Completion: Substantially Complete in **TBD Days**, Final Completion in **TBD days**. Will be addressed in Addendum 4.

Article 7 – The Attachments to the bid – Note that these are listed in the Instructions to Bidders the forms follow this section. (410-7 thru 410-22)

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**[00430 Bid Bond]** (As discussed in 00100 Article 8)

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**[00700– General Conditions]** - EJCDC® -, Standard General Conditions of the Construction Contract. Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved

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**[00800 – Supplemental Conditions]** – Note Article 5; 6; & 18 for:

- Article 5 – **Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions**
  - Article 6
    - Insurance Limits – Found in Sec 00800 Article 6, 6.03 (1-3)
    - Additional Insured – Found in Sec 00800 Article 6, 6.03 (4)
    - Waiver of Subrogation – Found in Sec 00800 Article 6, 6.02 (K)
  - Article 18 (Additions)
    - 18.07 Controlling Law
    - 18.09 Coordination of Documents
    - 18.10 Close-out Requirements
- 

**General Discussion:**

Scope of Work (Document 01010 – Summary of Work):

The project intent:

- Constructing a widening and resurfacing of CR 2 including bridge safety upgrades and repairs to the Yellow River Bridge.
  - Associated work includes (but is not limited to) clearing and grubbing, earthwork, maintenance of traffic, dewatering, replacing asphalt paving and curb and gutter, pavement striping, replacement of existing bridge guardrails and temporary removal and replacement of fencing and other improvements.
-



**ADDENDUM 5**

**March 30, 2023**

**ITB PW 06-23**

**County Road (C.R.) 2 Widening and Resurfacing Project**

Please find attached the Document and information below, for the above referenced Addendum No. 5. 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.

**This addendum is to answer vendor questions.**

1. Bid Schedule Item 104-10-3 Sediment Barrier has a quantity of 9,813 LF. The Summary of Quantities on Sheet No. SQ-3 shows a total of 12,446 LF. Please clarify the correct quantity.

The Sediment Control value of 12,446 LF in the Summary of Quantities Table on Sheet SQ-3 is correct for the pay item 104-10-3.

2. Special Technical Provision Part 3, A states, "For the laboratory testing requirements refer to Part 3, d and FDOT Standard Specifications 283." Specification 283 is for Reclaimed Asphalt Pavement Base used that is typically imported, stockpiled and spread on a roadway and not mixed in any way. The spec refers to taking samples from stockpiles and constructing the base course in lifts not exceeding 6". Will this line be removed from the Technical Specification package?

Please refer to the FDOT Standard Specifications 283, Section 283-4-3 and 283-4.4:

- 283-4.3 Density Requirements: Compact the material to a density of not less than 95% of maximum density as determined by FM 1-T180. Where the width of the base Return to Table of Contents 238 FY 2023-24 construction is not sufficient to permit use of standard base compaction equipment, perform compaction using vibratory compactors, trench rollers, or other special equipment which will provide the density requirements specified herein.
- 283-4.4 Density Tests: Meet the requirements of 200-7 with the exception of 200-7.2.1. Within the entire limits of the width and depth of the base, obtain a minimum density in any LOT of 95% of the maximum density as determined by FM 1-T180.



3. Technical Special Provision Part 1 B states, "Conduct a minimum of three extraction gradation analyses of the reclaimed base material." Will these gradations be required solely for the test strip or will additional gradation testing and sampling be required? This will occur for the test strip. See Part 3 D "Lab proctors shall remain in effect as long as the materials remain unchanged. Additional sampling and testing shall be required if major changes in RAP characteristics or existing soil characteristics are observed, such as a much coarser or finer gradation, or when considerable variability is occurring in the field test results. In the event of a change in material or two consecutive LOTs where nuclear density test results exceed 105%, the proctor shall be deemed un-representative, and a new test strip performed in accordance with this specification."

4. Technical Special Provision Part 2 C and Part 1 B i contradict one another. Spec 914 requires a minimum of 97% passing the 3 1/2" screen. Part 1 B i, requires 97% to be passing a 2-inch sieve. Which spec will be required?

Per FDOT Standard Specification 5-2, the Technical Special Provisions override the Standard Specifications, so the 97% to pass a 2-inch sieve should be followed.

5. Technical Specification Part 1 B iii, states, "The contractor shall determine the optimum amount to be added based on laboratory testing." in regards to the amount of cement to be added. The contractor will need specifications added to define what is the "optimum amount."

The amount of cement additive needed to achieve the required structural number for the road base is considered as optimum amount and shall be determined by laboratory testing.

6. Technical Special Provision Part 3 B states, "Any section deficient by 1/2" or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost." Will scarifying, adding base rock, and recompaction be allowed to reach the specified depth or must all the reclaimed material be removed and replaced with imported base material?

If the area is deficient by more than 1/2", scarifying, adding material and recompacting is allowed. This is considered as a means and methods in the field.

7. The geotechnical report encountered material within the limits of reclamation that has Plasticity Index and Liquid Limits that exceeded the requirements set forth in FDOT Standard Spec 914. If this unsuitable material is encountered and the reclaimed material does not meet the requirements of Spec 914 after the mixing process what method/direction will be required by the owner and the contractor to achieve desirable results?

When this occurs, remove the unsuitable materials, and backfilled with limerock/GAB, upon approval by the County.

8. Are the centerline grades for top of new asphalt elevations illustrated in the cross sections 2.5" higher than existing grade? If not, what elevation difference did the engineer use to establish new profile grades? Reclamation with the addition of cement typically swells and does not compact back down to the existing grades prior to reclamation. If the CL grades established by the profile are simply 2.5" higher than

existing, then a portion of the reclaimed base will need excavated and removed, increasing costs. Additionally, the TSP's require UTS equipment to grade the reclaimed base. Once the material has cured and traffic is allowed, rutting will occur. This material cannot be scarified and reworked once rutted. Most contractors are allowed to profile mill, directly in front of paving to establish the correct cross slope. Profile milling also is a great way to remove the excess base and remove ruts. Will profile milling of the reclaimed base be allowed?

The top of the new asphalt is plotted at existing grade on the roadway cross sections. The operation of reclaiming the existing roadway will result in a finish grade that could not be determined based on roadway calculations, so the existing ground was utilized to tie-in the roadway widening/ditches.

9. Please add a specific pay item for Portland Cement Concrete Type I, by weight. The plans state "The Plan quantity was initially determined to be 6% by weight. The contractor shall determine the optimum amount to be added based on laboratory testing." Having read this the engineer has already determined a quantity and the contractor has to bear all the risk on determining rate what is optimum. It will be in the best interest of both parties to have a unit price pay item established for the Portland cement and this in turn will save the County money.

The Portland Cement Concrete Type I – Allowance has been added to the pay items. Based on the 6% by weight, a quantity of 2,500 tons has been calculated for this pay item. The actual quantity and cost shall be based on the final amount of the Portland cement used to complete the work. See attached revised drawings. Attachment 1

10. Has a Lead inspection been done on the bridge? If so, is the report available? The report we received from FDOT is attached. Attachment 2
11. Are we to sandblast, clean, and paint only 2 bearing assemblies on Bent 19? Or all four? See attached photo. Based on visual inspection only the two bearing assemblies originally identified require repair. Attachment 3
12. Are the Existing Bridge Plans available? The plans we have available are included in the attached drawings. They are from FDOT and are the only plans available. Attachment 4
13. Concrete driveways are specified in the plans. No details are available for these driveways and the only related bid item references "Sidewalk and Driveways 4" Thick." Concrete driveways are typically 6" thick. Please clarify. As specified in the pay items summary table, thickness of the concrete driveways is 4". Okaloosa County has typically used 4" concrete for driveways in rural areas.

**ITB opening remains April 19, 2023 at 3:00 P.M. (CDT)**

**Attachment 1**  
**CONSTRUCTION PLANS**  
**FOR**

Addendum 5 (Sheets 1, 1A, 3A, SQ-1)

# COUNTY ROAD 2 RESURFACING / WIDENING PROJECT

**INDEX SHEET**      **CONTENT**

1	COVER SHEET & VICINITY MAP
1A	REVISIONS SHEET
2	KEYSHEET
3, 3A	SIGNATURE SHEET
4 - 5	SUMMARY OF PAY ITEMS
6 - 8	TYPICAL SECTION
9	SUMMARY OF DRAINAGE STRUCTURES
10	GENERAL NOTES
11 - 28	ROADWAY PLAN
29	SPECIAL DETAILS
30 - 35	DRAINAGE STRUCTURES
36 - 119	CROSS SECTIONS
120 - 121	STORMWATER POLLUTION PREVENTION PLAN
122 - 139	EROSION CONTROL PLAN
140 - 141	TEMPORARY TRAFFIC CONTROL PLAN
142 - 144	GUIDE SIGN WORKSHEET
SQ-1 - SQ-25	SUMMARY OF QUANTITIES
145	BRIDGE RETROFIT PLAN AND TYPICAL SECTION
146	BRIDGE RETROFIT DETAILS



**OKALOOSA COUNTY**  
 1759 S Fardow Blvd  
 Crestview, FL 32536  
 Phone: (850) 689-5050



2111 THOMAS DR. • SUITE 1  
 PANAMA CITY BEACH, FL 32406  
 PHONE: (850) 849-3904 FAX: (850) 499-8073  
 VENDOR NO. 591791174001

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, January 2022 Standard Specifications for Roads and Bridge Construction at the following website:  
<https://www.fdot.gov/programmanagement/implemented/specbooks>  
 Florida Department of Transportation, OIS-System Specifications for Local Agency Use at the following website:  
<https://www.fdot.gov/programmanagement/implemented/LAPILapSpecsDefault.shtm>

**ROADWAY PLANS**  
**ENGINEER OF RECORD:**

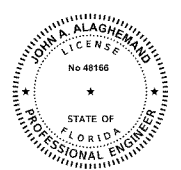
JOHN ALAGHEHAND, P.E.  
 P.E. NO.: 48166  
 DRMP, INC.  
 2111 THOMAS DR SUITE 1  
 PANAMA CITY BEACH, FL 32408  
 PHONE: (850) 387-1262  
 CERTIFICATE OF AUTHORIZATION NO. 2648

DATE	DESCRIPTION
3/23/23	ADDED SHEET NUMBERS 1A
	△ 6 3A

**100% PLANSET**  
**RELEASED FOR**  
**CONSTRUCTION BID**

SHEET NO.
1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. PRINTED AND SEALED UNDER RULES 61G03.004, F.A.C.



REVISIONS

COUNTY ROAD 2 RESURFACING/ WIDENING PROJECT

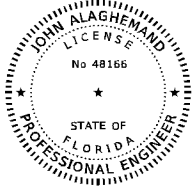
△ ROADWAY PLANS: 1, 1A, 3A, 4, 50-1 (REVISED 3/23/23)

SHEET  
NO.

1A

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61B13-23.001, F.A.C.

2/16/23 9P C:\temp\work\2\Projects\CR-2\03\p1\1a\1a.dwg



THIS DOCUMENT HAS BEEN DIGITALLY  
 SIGNED AND STAMPED BY:

ON THE DATE ADJACENT TO THE SEAL,  
 PRINTED COPIES OF THIS DOCUMENT ARE  
 NOT CONSIDERED VALID UNLESS THEY  
 ALSO INDICATE THE NAME OF THE USER  
 OF ANY ELECTRONIC COPIES.

DRMP, Inc.  
 211 Thomas Dr. - Suite J  
 Panama City, Beach, FL 32408  
 Phone: (850) 387-1262  
 John Alaghemand, P.E. License No. 48166

THE ABOVE-NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
 FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ADDENDUM

SHEET NO.	SHEET DESCRIPTION
3	COVER SHEET & VICINITY MAP
3A	REVISION SHEET
3A	SIGNATURE SHEET
4	SUMMARY OF PAY ITEMS
5/2	SUMMARY OF QUANTITIES

REVISIONS		DESCRIPTION		STATE OF FLORIDA		SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	OKALOOSA COUNTY			
1/23/23	NEW SHEET			CONSTRUCTION PLANS FOR:			
				COUNTY ROAD 2			3A

DRMP, Inc.  
 700 S Palmetto St - Suite 160  
 Pensacola, FL 32502  
 Phone: (850) 460-9077 Fax: (850) 460-9073  
 Certificate of Authorization No. 2648

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.001, F.A.C.

PROJECT SUMMARY OF PAY ITEMS						
SPC	ALT	ITEM NO.	ITEM DESCRIPTION	UNIT	CR 2	QUANTITY TOTAL
		101-1	MOBILIZATION	LS		1
		102-1	MAINTENANCE OF TRAFFIC	LS		1
		102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AND MAILBOX TURNOUTS	CY		2477
		0102 60	WORK ZONE SIGN	ED		12660
		0102 71 15	TEMPORARY BARRIER, ANCHORED	LF		1389
		0102 71 25	TEMPORARY BARRIER, RELOCATE	LF		1389
		0102 74 1	TEMP BARR - TYPES I, II, DI, VP, DRUM, OR LCD	ED		66450
		102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKERS	EA		2442
		0102 89 1	TEMPORARY CRASH CUSHION - REDIRECTIVE	LO		4
		0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED		780
		102-104	TEMPORARY SIGNALIZATION AND MAINT. OF INTERSECTION	ED		120
		102-150 2	RADAR SPEED DISPLAY UNIT	ED		780
		102-909	TEMPORARY RAISED RUMBLE STRIPS	DA		450
		102 913 23	REMOVABLE TAPE, WHITE, 24" STOP BAR	LF		40
		104-1	ARTIFICIAL COVERINGS	SY		1717
		104-10-3	SEDIMENT BARRIER	LF		12446
		110-1-1	CLEARING AND GRUBBING	LS		3
		110-3-6	REMOVAL OF EXISTING STRUCTURES/BRIDGE	SF		2247
		110-4-10	REMOVAL OF EXISTING CONCRETE	SY		1054
		110-7-1	MAILBOX, F&I	EA		20
		120-1	REGULAR EXCAVATION	CY		11086.0
		120-6	EMBANKMENT	CY		23938.0
		160-4	TYPE B STABILIZATION	SY		76844
		285-700	REWORK AND COMPACT EXISTING ASPHALT AND BASE, 9" AVERAGE DEPTH	SY		108488
		285-746	OPTIONAL BASE ABOVE G	SK		26526
		285-760	PORTLAND CEMENT, TYPE I, ALLOWANCE	TN		2500
		286-1	TURNOUT CONSTRUCTION	SY		1085
		327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG. DEPTH	SY		1463
		354-1-52	SUPERPAVE ASPHALTIC CONCRETE B, PG 76-22	TN		10277.4
		355-1	MISCELLANEOUS ASPHALT PAVEMENT	TN		477.4
		400-2-4	CLASS II CONCRETE (SUPERSTRUCTURE)	CY		0.9
		425-1-551	INLETS, DT BOT, TYPE E, <10'	EA		1
		425-2-43	MANHOLES, P-7, PARTIAL	EA		1
		430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF		223
		430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF		130
		430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 18" SD	LF		90
		430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 24" SD	LF		34
		430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF		21
		430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF		80
		430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30" S/CD	LF		59
		430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36" S/CD	LF		47
		430-175-142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42" S/CD	LF		3
		430-175-146	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 48" S/CD	LF		2
		430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA		9
		430-530-100	STRAIGHT CONCRETE ENDWALLS, 30", SINGLE, 0 DEGREES, ROUND	EA		5
		430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA		2
		430-542-100	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 0 DEGREES, ROUND	EA		2
		430-548-100	STRAIGHT CONCRETE ENDWALLS, 48", SINGLE, 0 DEGREES, ROUND	EA		5
		430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA		6
		430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA		2
		430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA		36
		430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA		14
		430-984-625	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 18" SD	EA		6
		430-984-629	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 24" SD	EA		2
		437-1-618	PIPE LINER, COATING, 18"	LF		37
		437-1-624	PIPE LINER, COATING, 24"	LF		192
		437-1-648	PIPE LINER, COATING, 48"	LF		73
		432-3-4	CHEMICAL GROUT REPAIR - PIPE, NON-TEST	EA		4
		432-3-8	CHEMICAL GROUT REPAIR - PIPE, NON-TEST	EA		3
		460-71-1	METAL TRAFFIC RAILING, THREE BEAM REPOSTIT	LF		2434
		522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY		280
		524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY		79
		530-3-4	RIPRAP, RUBBLE F&I DITCH LINING	TN		24
		536-1-1	GUARDRAIL - ROADWAY, GEN TL-3	LF		4774
		536-73	GUARDRAIL REMOVAL	LF		2690
		536-8122	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER F&I-INDEX 536-002-APPROACH TL-3	EA		4
		536-85-20	GUARDRAIL END ANCHORAGE ASSEMBLY - TRAILING ANCHORAGE	EA		8

DATE: 1/23/23		DESCRIPTION: ADDED PAY ITEM		DIMP, Inc. 2111 Thomas Drive, Suite 1 Panama City Beach, FL 32408 Phone: (850) 387-1767 Fax: (850) 469-9073 John A'aghernard, P.E., License No. 48166		STATE OF FLORIDA OKALOOSA COUNTY CONSTRUCTION PLANS FOR COUNTY ROAD 2		SHEET NO. 4	
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**SUMMARY OF PAY ITEMS**

PAY ITEM NOTES  
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1. 101-1: INCLUDES PAYMENT FOR MOWING AND LITTER REMOVAL EVERY 30 DAYS FOR THE DURATION OF THE PROJECT. REFER TO THE MOWING AND LITTER REMOVAL SUMMARY TABLE.
2. 102-3: UTILIZE RECLAIMED ASPHALT PAVEMENT (RAP) FOR DRIVEWAY MAINTENANCE AND MANHOLE TURNOUTS.
3. 102-000: TEMPORARY RAISED RUMBLE STRIPS TO BE PROVIDED AT THE INTERSECTION OF SR 189 AND SR 85 ONCE THE EXISTING RUMBLE STRIPS ARE REMOVED. THESE TEMPORARY STRIPS ARE TO BE PLACED THE SAME DAY THE EXISTING STRIPS ARE REMOVED. TEMPORARY RAISED RUMBLE STRIPS ALSO TO BE UTILIZED FOR LANE CLOSURES, PER STANDARD PLANS 102-603, AND ARE TO BE MAINTAINED THROUGHOUT CONSTRUCTION.
4. 110-1-1: INCLUDES THE COST OF REMOVING VEGETATION FROM EXISTING DITCH PAVEMENT AND BREAKING ALL EXISTING HEADWALLS THAT ARE BEING EXTENDED DOWN TO AT LEAST 1' BELOW GRADE.
5. 120-1:  
120-6: EARTHWORK CALCULATED UTILIZING THE LINEROCK BASE OPTION.
6. 205-700: THIS WORK SHALL CONSIST OF THE PREPARATION OF A STABILIZED SUBGRADE COURSE COMPOSED OF THE EXISTING ASPHALT PAVEMENT, EXISTING BASE COURSE MATERIAL WITH PORTLAND CEMENT ADDED. THE PRODUCTION OF THE STABILIZED SUBGRADE COURSE SHALL BE DONE BY FULL DEPTH RECLAIMATION, PROFILING AND BLENDING OF THE EXISTING PAVEMENT, BASE MATERIALS WITH CEMENT ADDED TO THE MIX. REFER TO THE RECLAIMATION TECHNICAL SPECIFICATION PROVIDED AS PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT.
7. 205-7000: THE TOTAL TONNAGE FOR PORTLAND CEMENT TYPE 1 - ALLOWANCE IS AN ESTIMATE ONLY. THE ACTUAL QUANTITY AND COST SHALL DEPEND UPON THE FINAL AMOUNT OF PORTLAND CEMENT USED TO COMPLETE THE WORK.
8. 430-174-118: ALL STORMWATER PIPE SHALL BE RCP. ALL PAY ITEMS REFERENCING OPTIONAL  
430-174-124: MATERIALS SHALL BE RCP UNLESS OTHERWISE NOTED IN THE SUMMARY OF  
430-174-218: QUANTITY CONSTRUCTION REMARKS.  
430-174-224  
430-175-118  
430-175-124  
430-175-130  
430-175-136  
430-175-142  
430-175-148
9. 546-71-1: RUMBLE STRIP SETS TO BE CONSTRUCTED PER STANDARD PLANS 546-001 AND ARE TO BE PLACED FOR WESTBOUND TRAFFIC AT THE INTERSECTION OF S.R. 189 AND EASTBOUND TRAFFIC AT THE INTERSECTION OF S.R. 85.
10. 570-1-2: IF THE SLOPE EXCEEDS 1:3 THEN SOD MUST BE LAPPED.
11. 705-10-1: INCLUDES PAYMENT FOR TYPE 1 OBJECT MARKERS, 3 PER 1-INTERSECTION.
12. 705-10-2: INCLUDES PAYMENT FOR TYPE 2 OBJECT MARKERS, 2 PER CROSS DRAIN.
13. 705-10-3: INCLUDES PAYMENT FOR TYPE 3 OBJECT MARKERS, 4 PER BRIDGE.
14. 711-15-101: THE EDGE LINES ON C.R. 2 ARE TO BE 6" THERMOPLASTIC MARKINGS TO BE PLACED ACCORDING TO STANDARD PLANS 711-001. SEE SPECIAL DETAILS SHEET FOR ADDITIONAL INFORMATION.
15. 711-16-125: REPLACE EXISTING STOP LINES AT THEIR EXISTING LOCATIONS. THIS INCLUDES THE INTERSECTION OF C.R. 2 AT S.R. 189 AND S.R. 85, ON PEACOCK ROAD (LEFT), ON JAMES PEADEN ROAD (RIGHT), ON OLD RIVER ROAD (BOTH DIRECTIONS), ON HWY. 602 (LEFT), ON SPENTFELT ROAD (RIGHT), AND 4 FLAGS ROAD (LEFT). NEW STOP LINES ARE TO BE PLACED AT CHESTON BARRON ROAD (LEFT), JAMES PEADEN ROAD, YELLOW RIVER BAPTIST CHURCH ROAD, SHUT RAMP, CLARY ROAD AND HARPER ROAD.
16. 711-16-160: REPLACE THE EXISTING STOP MESSAGES AT THEIR EXISTING LOCATIONS. STOP MESSAGES TO BE REPLACED ON HWY. 602 AT THE INTERSECTION OF C.R. 2 (LEFT) AND HWY. 602.
17. 711-15-201: BREAK THE CENTERLINE MARKINGS ACROSS SIDE STREETS AT THE RADIUS POINT OF THE SIDE STREET. REPLACE EXISTING DOUBLE YELLOW CENTERLINE ON THE SIDE STREET PER STANDARD PLANS 711-001.

SUMMARY OF LUMP SUM ITEMS					
PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
101-1	MOBILIZATION				

REVISIONS				DRAWN BY 2111 Thomas Drive, Suite 1 Panama City, Beach, FL 32408 Phone: (850) 387-1262 Fax: (850) 450-0073 Jann Aaghemana, P.E. License No. 48166	STATE OF FLORIDA OKALOOSA COUNTY CONSTRUCTION PLANS FOR COUNTY ROAD 2	SHEET NO. SO-1
DATE	DESCRIPTION	DATE	DESCRIPTION			
1/23/23	ADDED NOTE			<b>SUMMARY OF QUANTITIES</b>		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.009, F.A.C.



February 8, 2023

PROMPT CORRECTIVE ACTION ADVISORY		
Okaloosa County	Bridge No. 570040	CR 2 over Yellow River (Mack Tyner Bridge)
Routine Inspection - February 7 <sup>th</sup> , 2023		
District 3 Local Government Bridge Inspection Contract (West) Financial No. 224858-1-72-16 & 224859-1-72-16		
TO: Scott Bitterman Okaloosa County Public Works 1759 South Ferdon Blvd., Crestview, FL. 32536	FROM: Dillon Everidge, PE, CBI Kisinger Campo & Associates Corp. 4524 Oak Fair Blvd., Suite 100 Tampa, FL 33610	Copy to: Sarah Evans, PE FDOT Project Manager 1074 Highway 90 Chipley, FL 32428

A Kisinger Campo and Associates inspection team has recently inspected the above referenced bridge and observed the following deficiencies noted below. The PCA Box has been marked in the report.

The report identifies deficiencies which require Prompt Corrective Action:

Element 234 Re Conc Cap:

Bent 19 cap, far face, has two spalls with exposed steel up to 5ft. L x 1.67ft. W x 0.83ft. D causing a loss of bearing at the near end of Beams 19-2 and 19-3 (See photo 1)

Element 311 Movable Bearing:

Bearings 19-2 and 19-3 at Bent 19 have loss of bearing approximately 50% due to spalling with exposed embedded anchor bolts in Bent Cap 19. (See photos 2 thru 5)

Bearings assemblies 19-2 and 19-3 are tilting towards the far side causing a gap of the sole plate at the near side up to 0.25in. (See photos 6 and 7)

Bearing 19-2 and 19-3 have skewed anchor bolts tilting towards the far side (See photo 8)

#### RECOMMENDATIONS:

Beams 19-2 and 19-3 near end; crutch bent or re-establish complete beam to cap bearing with Bent Cap 19 as soon as possible.

Once the current status of corrective action is determined or has been accomplished, please submit the pertinent information regarding said action to Sarah Evans, PE, FDOT Project Manager, and forward a copy to Kisinger Campo and Associates. A follow-up letter of completed work will be necessary for our files. If you have any questions, please contact Patrick O'Grady at 813-781-8180 or Dillon Everidge at 813-538-0171.



District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 1: Spalls in Bent Cap 19 causing loss of bearing at near end of Beams 19-2 and 19-3

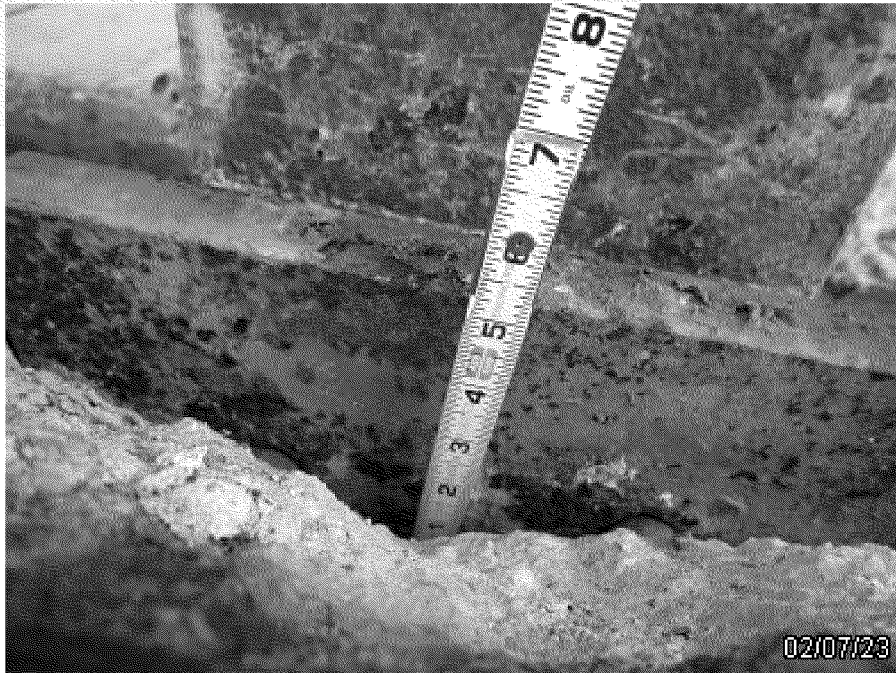


Photo 2: Loss of bearing at Bearing 19-2 at Bent 19

District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 3: Loss of bearing at Bearing 19-2 at Bent 19



Photo 4: Loss of bearing at Bearing 19-3 at Bent 19

District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 5: Loss of bearing at Bearing 19-3 at Bent 19



Photo 6: Bearing 19-2 tilting towards the far side causing a gap along near side

District 3 Local Government Bridge Inspection (West)  
PROMPT CORRECTIVE ACTION – February 8, 2023  
Bridge No. 570040



Photo 7: Bearing 19-3 tilting towards the far side causing a gap along near side

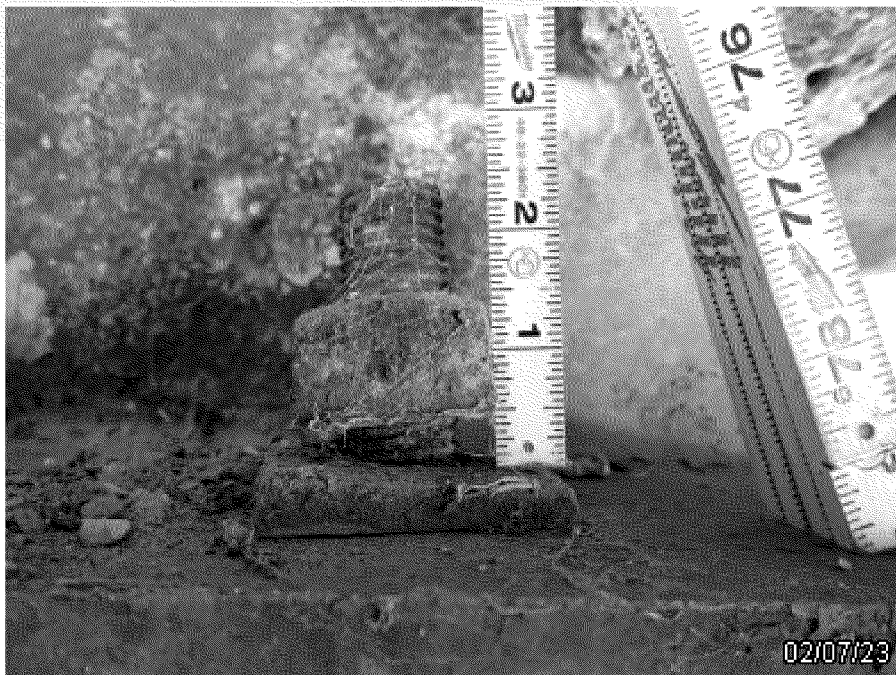


Photo 8: Typical skewed anchor bolt nut at Bearing 19-2 shown

Attachment 3

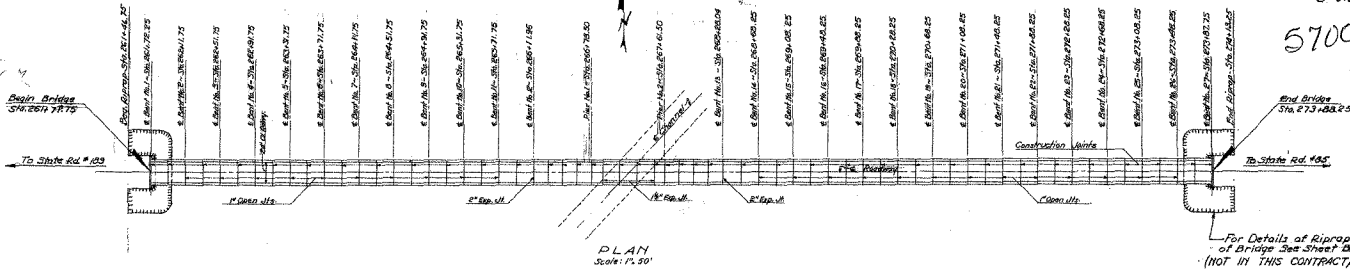
Yellow River Bridge Pier 19



### Attachment 4

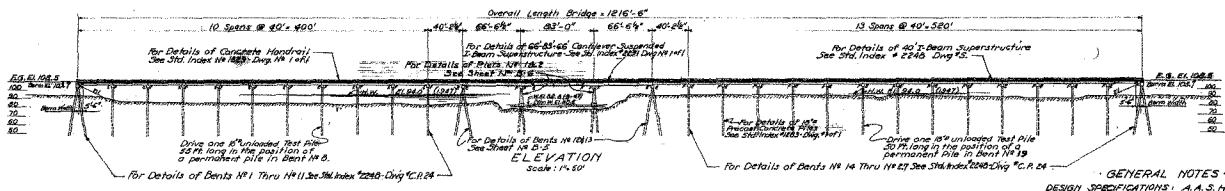
Proj. No.	Sheet	Section	Job No.	Scale	Date
RA	2710	207	14	1/2" = 1'-0"	1942

570040



PLAN  
Scale: 1" = 50'

For Details of Riprap at ends of bridge See Sheet 432 (NOT IN THIS CONTRACT)



ELEVATION  
Scale: 1" = 50'

GENERAL NOTES:  
DESIGN SPECIFICATIONS: A.A.S.N.O., 1944.  
LOADINGS: H-15-44.  
TYPE OF CONSTRUCTION: Fresh Water.

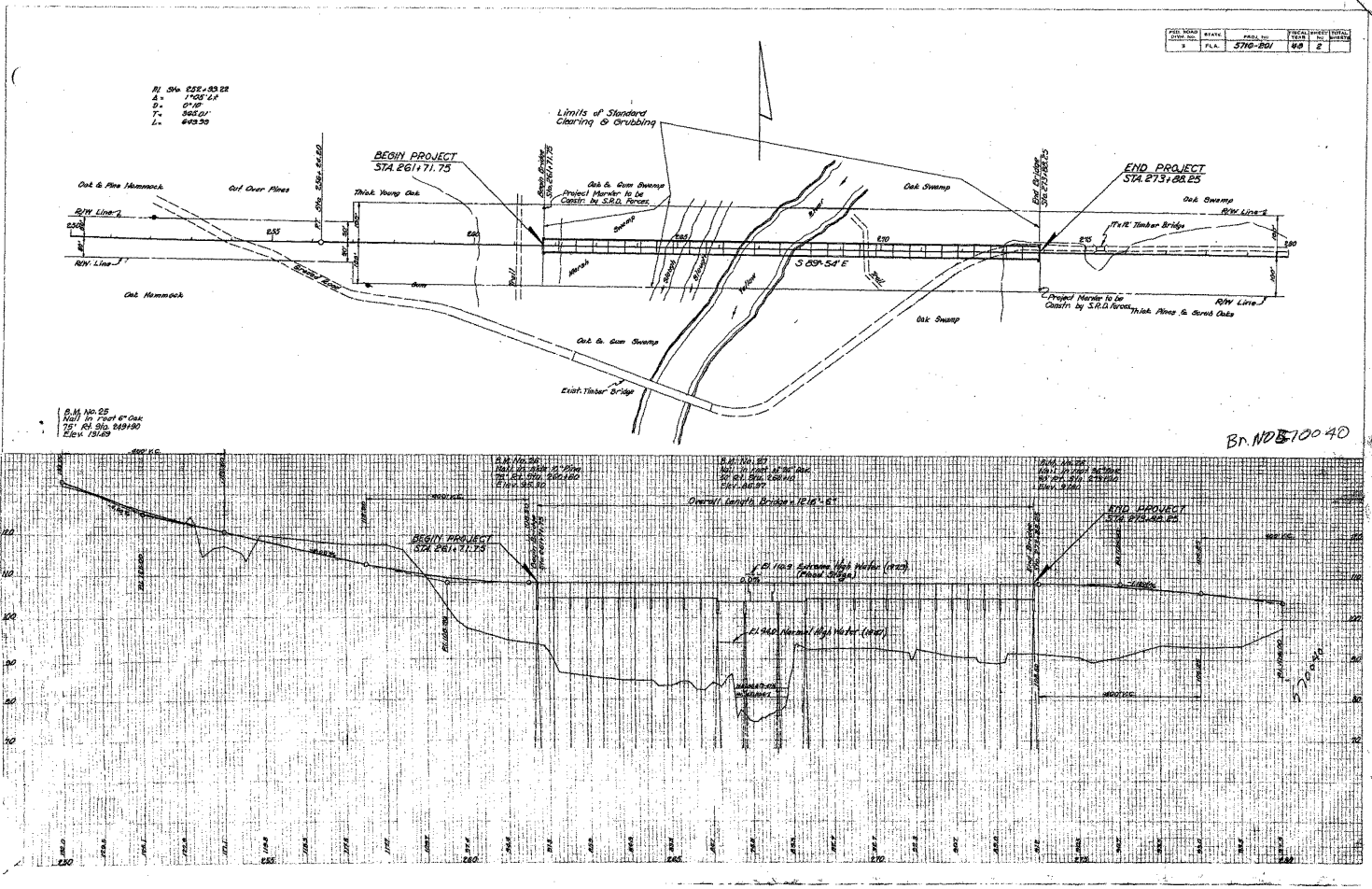
SUMMARY OF ESTIMATED BRIDGE QUANTITIES.

ITEM NO.	ITEM	UNIT	QUANTITY
1	Concrete and Bracing	CU. YD.	585
72A	Concrete Class A (Superstructure)	CU. YD.	335.3
72B	Concrete Class A (Substructure)	CU. YD.	249.7
75	Concrete Handrail	Lin. FT.	4431
77	Reinforcing steel	L.B.	167310
78	Structural steel	L.B.	59410
91	Precast Concrete Piling (18" dia)	Lin. FT.	8300
92	Unloaded Test Piling (18" dia)	Lin. FT.	102
100	Test Loads	Each	1

\* Note: The Number of Test Loads may be increased or omitted as ordered by the Engineer.

INDEX OF BRIDGE SHEETS

SHEET NO.	TITLE	Div. No.	Index No.
B-1	General Plan & Elevations and Summary of Estimated Bridge Quantities.	1 of 5	2250
B-2	Reinforcing Details - Riprap Details & Cap Elevations.	2 of 5	2250
B-3	Construction Data.	3 of 5	2250
B-4	Details of Bents No. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 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1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 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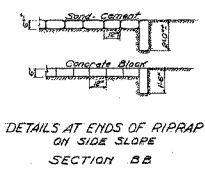
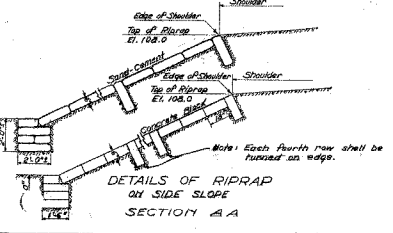
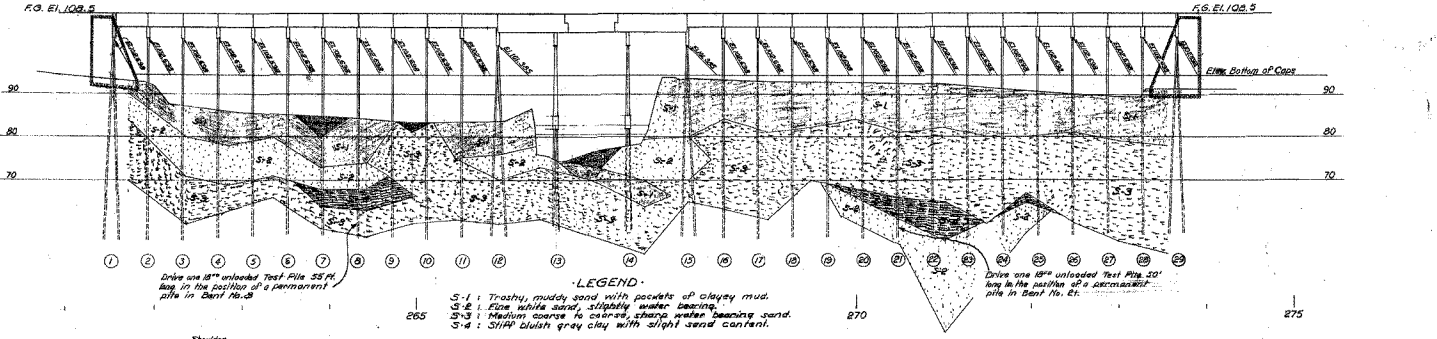
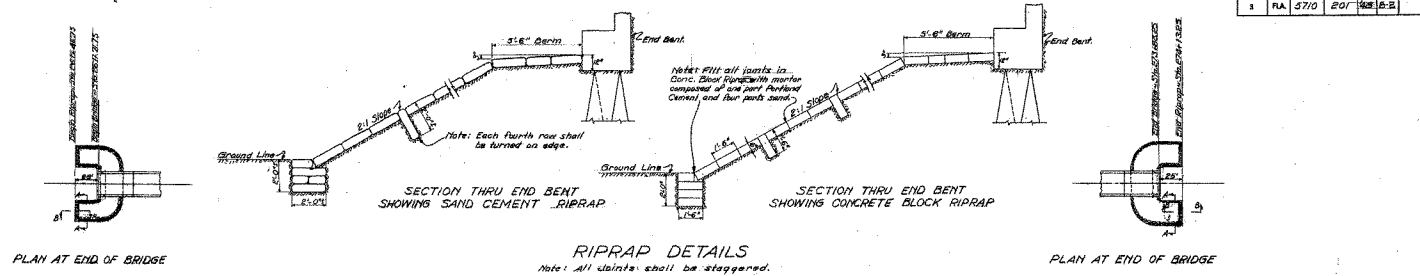


R1 SW 25E-33E  
 A = 105.64'  
 S = 0.10'  
 T = 365.01'  
 L = 600.30'

DATE	BY	CHKD	APP'D	SCALE	SHEET NO.	TOTAL SHEETS
5/10/80	FLA	5740-201	48	2		

BR. NO. 570040

Job No.	Sheet	Scale	Job No.	Sheet	Scale
3	FLA 5710	20'	20'	20'	20'



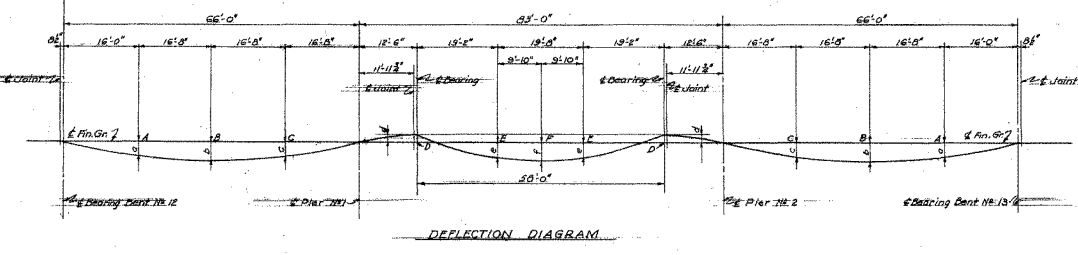
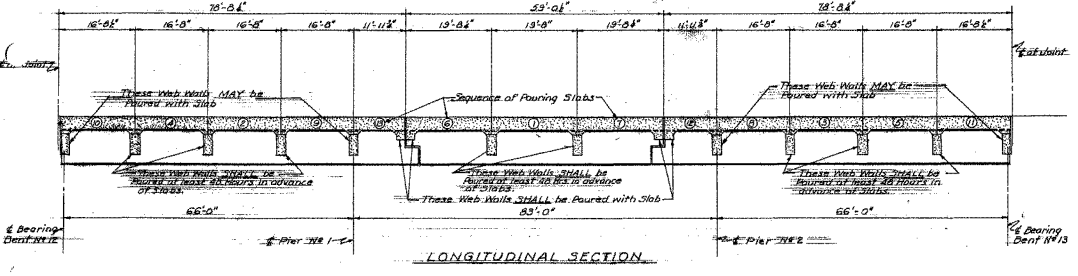
NOTE: RIPRAP IS NOT IN THIS CONTRACT

BORING DATA, RIPRAP DETAILS, AND CAP ELEVATIONS

STATE OF FLORIDA STATE ROAD DEPARTMENT			
BRIDGE OVER YELLOW RIVER			
ROAD NO.	COUNTY	SECTION	JOB NO.
2	OKALOOSA	5710	201
DESIGNED BY	DATE	APPROVED BY	
DRAWN BY	DATE		
CHECKED BY	DATE		
QUANTITY BY			
ESTIMATED BY			
ISSUED BY			
DATE			
Drawing No.		JOB NO.	
2 of 5		2250	



NO.	DATE	BY	REVISION
1	11/10/50	W.D.	REVISED
2	11/10/50	W.D.	REVISED



	DEFLECTION AT POINTS A	DEFLECTION AT POINTS B	DEFLECTION AT POINTS C	DEFLECTION AT POINTS D	DEFLECTION AT POINTS E	DEFLECTION AT POINTS F
DEAD WEIGHT	+0.008'	+0.010'	+0.008'	0.0	+0.010'	+0.013'
TRUCK LOAD	+0.048'	+0.056'	+0.033'	-0.002'	+0.034'	+0.050'
WIND LOAD	+0.052'	+0.071'	+0.045'	-0.002'	+0.069'	+0.075'

+ Deflections are Down  
- Deflections are Up

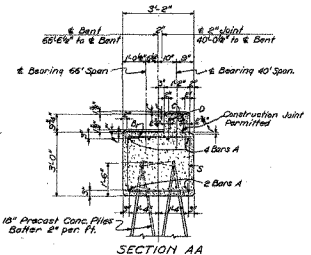
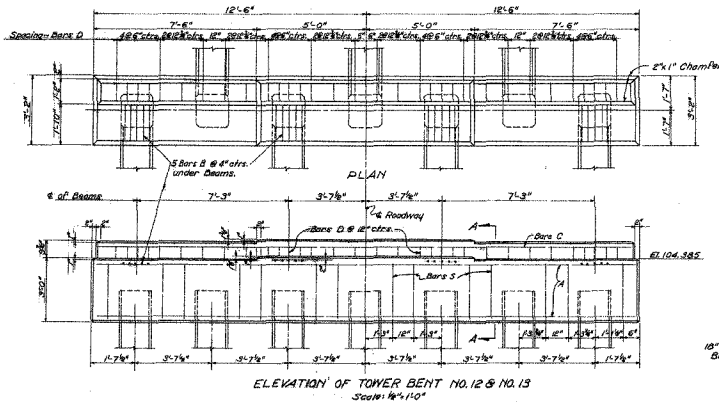
CONSTRUCTION DATA

STATE OF FLORIDA  
STATE ROAD DEPARTMENT  
BRIDGE OVER YELLOW RIVER

SECTION NO.	2	COUNTY	OKALOOSA	SECTION	1110	POST MILE	201
DESIGNED BY	T. H. HILL	DATE	11-10-50	APPROVED BY			
CHECKED BY	S. M. H.	DATE	11-10-50				
DRAWN BY	W. W. W.	DATE	11-10-50				
CONTRACT NO.	10000	SECTION NO.	1110	POST MILE	201		
DATE	11-10-50						

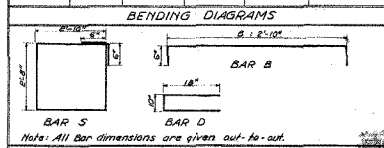
NO.	REV.	DATE	BY	CHKD.	APP.
3		FLA. 5710	EDJ	48	B.S.

5-213(1)



Note: Bill of Reinforcing Steel and Estimated Quantities given below are for one bent.

MARK	SIZE	NO. REQ.	LENGTH	LOCATION	REMARKS
A	1#	8	245.8"	Col.	SEMI-VAL
B	1/2"	20	37.8"	db	Band
C	3/4"	2	24.4"	db	SEMI-VAL
D	5/8"	32	35.8"	db	Band
S	1/2"	74	11.7"	db	Band



ESTIMATED QUANTITIES FOR BENT NO. 12 AND 13

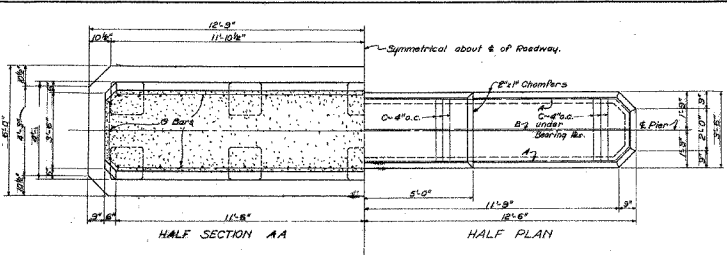
ITEM	UNIT	QUANTITY
Concrete, Class A, Substructure	CY	66.4
Reinforcing Steel	LB	66.4
Precast Concrete Piling (18")	EA	74

**GENERAL NOTES:**  
 DESIGN SPECIFICATIONS: A.A.S.M.O., 1944.  
 LOADING: 4-15-44.  
 DESIGN LOAD FOR PILES: 40 Tons.  
 CHAMFER: All exposed edges to be chamfered 1/4" unless otherwise shown.  
 BRIDGE SEAT ELEVATIONS: Elevations shown for Bridge Seats assumed to allow 1/2" of lead and 1/2" clearance under Bearing Plates.  
 ANCHOR BOLTS: Set Anchor Bolts Per Superstructure.

DETAILS OF BENTS NOS. 12 & 13.

STATE OF FLORIDA			
STATE ROAD DEPARTMENT			
BRIDGE OVER YELLOW RIVER			
NO. 12	NO. 13	NO. 14	NO. 15
2	2	2	2
COUNTY		DISTRICT	
DUNALOPSA		201	
DATE	DESCRIPTION	DESIGNED BY	DATE
		J.M.C.	3-4-44
		CHECKED BY	DATE
		J.M.C.	3-28-44
		QUANTITIES BY	DATE
		J.M.C.	3-4-44
		CHECKED BY	DATE
		J.M.C.	3-28-44
		TRACED BY	DATE
		C.E.C.	3-28-44

Sheet No. 2250 of 3



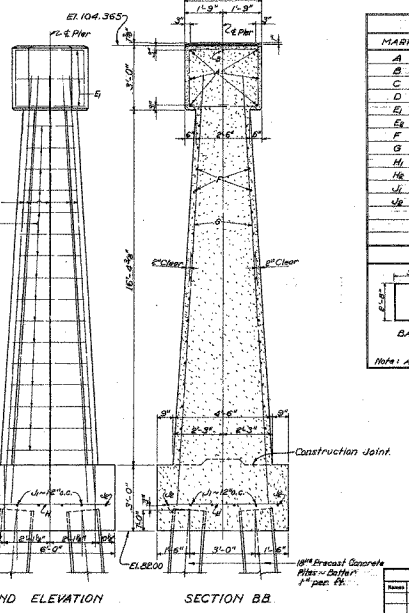
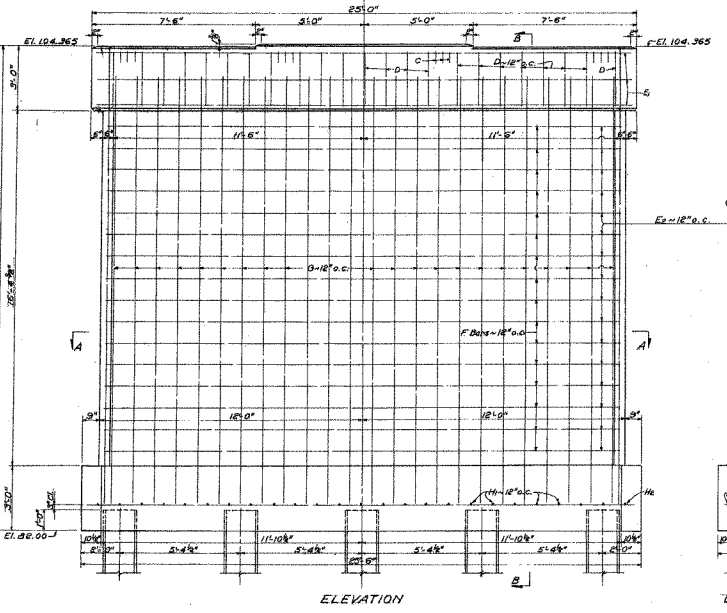
**GENERAL NOTES**  
 DESIGN SPECIFICATIONS: A.A.S.H.O., 1944.  
 LOADINGS: H-15-S-65.  
 DESIGN LOAD FOR PILES: 40 Tons.  
 CHAMFER: All exposed edges to be chamfered  $\frac{3}{8}$ " unless otherwise shown.  
 BRIDGE SEAT ELEVATIONS: Elevations shown for Bridge Seats are set to allow  $\frac{1}{2}$ " of "Red Lead and Osmers under Bearing Plates."  
 ANCHOR BOLTS: Set Anchor Bolts for Superstructure.

REV.	DATE	BY	CHKD.	APP.
3	FLA 5710	201	W.B.	201

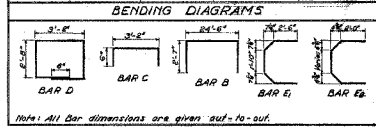
5-213(1)

ESTIMATED QUANTITIES		
ITEM	UNIT	QUANTITY
Concrete, Class A (Substructure)	CU. YD.	75.5
Reinforcing Steel	Lb.	3160
Precast Concrete Piling (12")	LIN. FT.	2

\* See Summary of Estimated Quantities.



BILL OF REINFORCING STEEL				
MARK	SIZE	NO. REQ.	LENGTH	BENDING
A	$\frac{3}{8}$ "	6	23'-0"	STRAIGHT
B	$\frac{3}{8}$ "	1	23'-6"	BEND
C	$\frac{3}{8}$ "	12	4'-0"	BEND
D	$\frac{3}{8}$ "	23	11'-10"	BEND
E	$\frac{3}{8}$ "	5	51'-4"	BEND
G	$\frac{3}{8}$ "	32	5'-0"	BEND
F	$\frac{3}{8}$ "	32	22'-6"	STRAIGHT
H	$\frac{3}{8}$ "	52	19'-9"	STRAIGHT
I	$\frac{3}{8}$ "	2	51'-0"	STRAIGHT
J	$\frac{3}{8}$ "	4	23'-0"	STRAIGHT
K	$\frac{3}{8}$ "	2	23'-6"	STRAIGHT



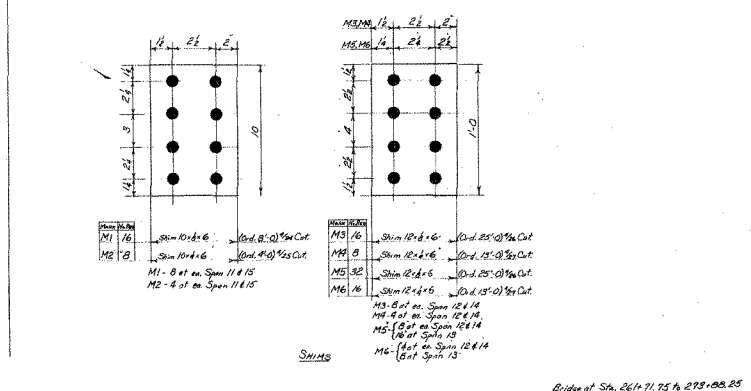
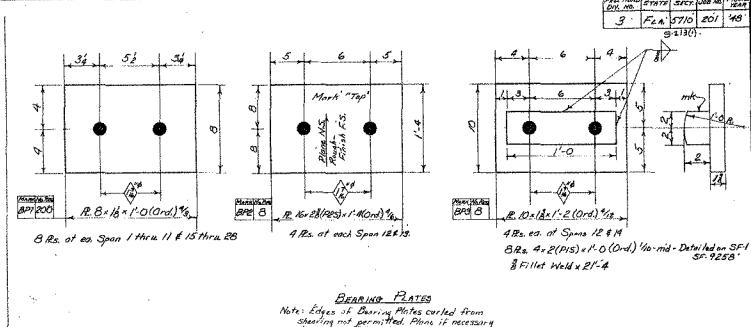
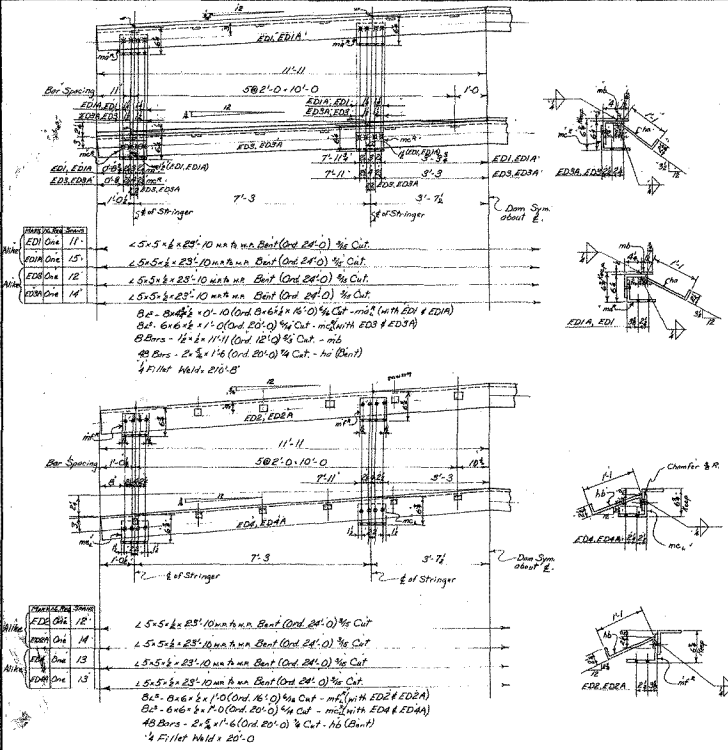
**DETAILS OF PIERS NOS. 1 & 2**

STATE OF FLORIDA  
 STATE ROAD DEPARTMENT  
 BRIDGE OVER YELLOW RIVER

ROAD NO.	COUNTY	SECTION	PIER NO.
2	DALWORTH	5710	201

DESIGNED BY: T.C. J. 5-213  
 CHECKED BY: M.E. DEAN  
 DATE: 5-21-31  
 DRAWN BY: M.E. DEAN  
 CHECKED BY: T.C. J.  
 SCALE: 5/8" = 1'-0"

TRIM POINT ALONG THIS LINE



Shop Note:  
 - ED1 to be assembled to fit ED2  
 - ED1A do ED2A  
 - ED3 do ED3A  
 - ED4 do ED4A

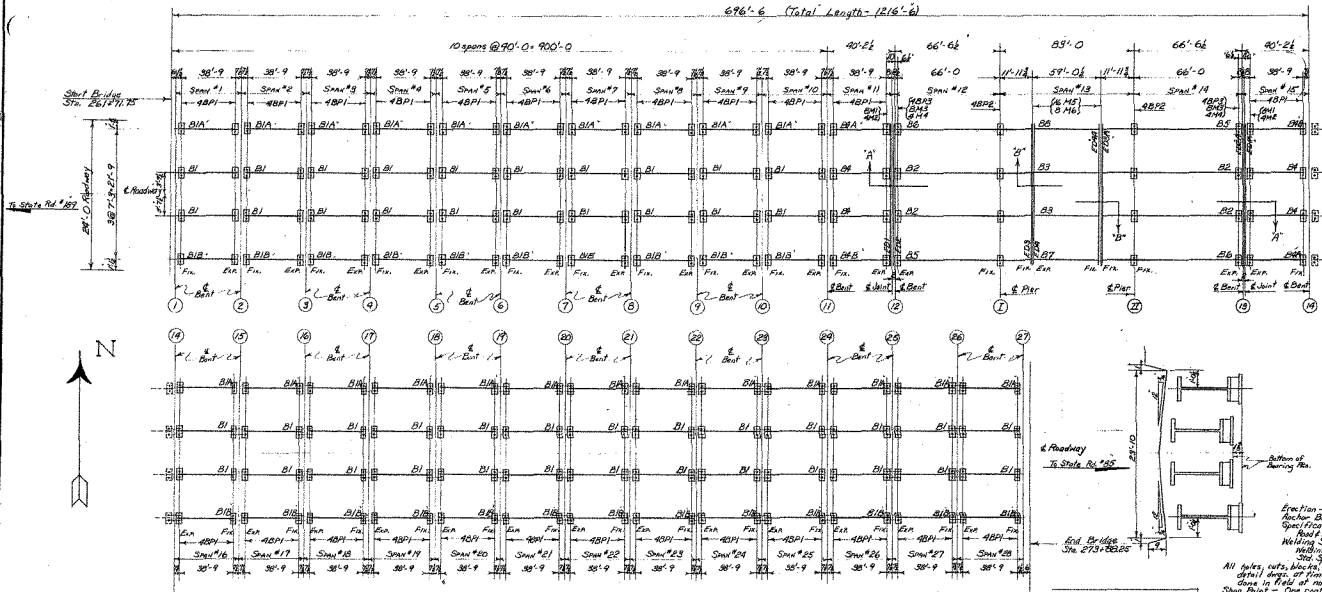
BRIDGE No. 2614 71.75 x 275-00.25  
**DETAILS**  
 STRUCTURE - BRIDGE OVER YELLOW RIVER  
 CONTRACTOR - C. S. & S. ENGINEERS, CHICAGO, ILL.  
**BETHLEHEM STEEL COMPANY**  
 FABRICATED STEEL CONSTRUCTION  
 BETHLEHEM DRAFTING ROOM, BETHLEHEM, PENNSYLVANIA  
 IN CHARGE ENGINEER - MADE BY 202-2-26-48  
 CHECKED BY G. L. 3/24/48 TRACED BY  
 REVISIONS BY LAST ASSEMBLY  
 SHOP CONTACT SURFACES One Coat  
 SHOP NO. - CONTRACT NO. 3F-2258

TRIM PRINT ALONG THIS LINE

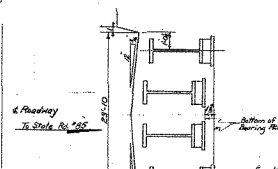
676'-6" (Total Length - 218'-6")

STATE	SECT.	JAN. NO.	PIECE NO.
FLA.	3710	201	148

3-213(1)

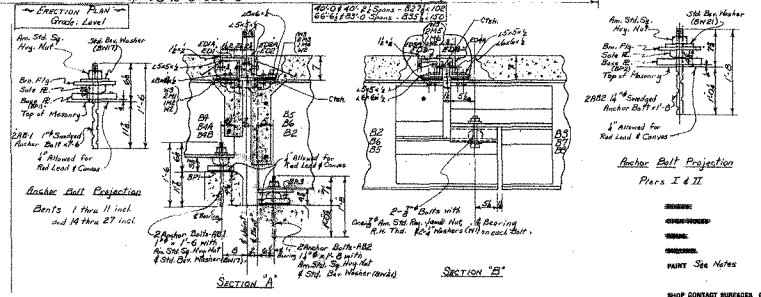
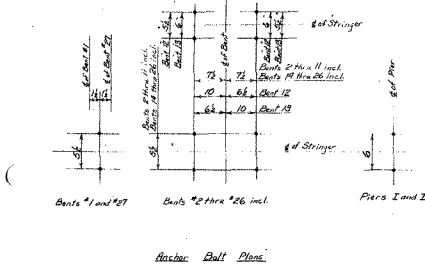


Sheet No.	Description
E 1	Plan - ANCHOR BOLTS
I	DETAILS
R	do
M 1	ANCHOR BOLTS
M 2	WASHERS
M 3	WASHERS
M 4	WASHERS
M 5	WASHERS
S R 1	FIELD BOLTS
A 1	SHIPPING SHEET



**NOTES**

Erection - By others.  
Anchor Bolts furnished by B.S.C. and set by others.  
Specifications - Fla. State Road Dept. Specs. for Road Bridge Construction dated April 11, 1931.  
Welding Specs - Welding shall be electric arc welding in accord with Fla. State Road Dept. Specs. Article 214-B.  
All holes, cuts, knock-outs, or other openings must be shown on detail sheets or from approved drawings. Otherwise mark must be done in field at no expense to B.S.C.  
Shop Plans - One copy for each span. Unless noted, field bolts connecting spans shall be in stringers and not in floor beams.  
Erection - By others.  
Erection fitting up bolts and shims, stiff pins, field weld pins, red lead and greases, and others not furnished by B.S.C. Members shall be erected with pins mark in same corresponding position as shown in erection diagrams.  
Dimensions must be strictly adhered to. Otherwise steel will not fit. Cases of error, notify B.S.C. at once.  
For Elevations - See Design Drawings - 145 & 15-2248.



Anchor Bolt Projection  
Para I & II

ITEM	DESCRIPTION
1	STRUCTURE - BRIDGE OVER YELLOW RIVER
2	CONTRACTOR - CHAS. E. STINEBAUGH & CO., INC.
3	CONTRACT NO. 213
4	CONTRACT DATE - 1931
5	CONTRACT VALUE - \$1,000,000.00
6	CONTRACT NO. 213
7	CONTRACT DATE - 1931
8	CONTRACT VALUE - \$1,000,000.00
9	CONTRACT NO. 213
10	CONTRACT DATE - 1931
11	CONTRACT VALUE - \$1,000,000.00
12	CONTRACT NO. 213
13	CONTRACT DATE - 1931
14	CONTRACT VALUE - \$1,000,000.00
15	CONTRACT NO. 213
16	CONTRACT DATE - 1931
17	CONTRACT VALUE - \$1,000,000.00
18	CONTRACT NO. 213
19	CONTRACT DATE - 1931
20	CONTRACT VALUE - \$1,000,000.00
21	CONTRACT NO. 213
22	CONTRACT DATE - 1931
23	CONTRACT VALUE - \$1,000,000.00
24	CONTRACT NO. 213
25	CONTRACT DATE - 1931
26	CONTRACT VALUE - \$1,000,000.00
27	CONTRACT NO. 213
28	CONTRACT DATE - 1931
29	CONTRACT VALUE - \$1,000,000.00
30	CONTRACT NO. 213
31	CONTRACT DATE - 1931
32	CONTRACT VALUE - \$1,000,000.00
33	CONTRACT NO. 213
34	CONTRACT DATE - 1931
35	CONTRACT VALUE - \$1,000,000.00
36	CONTRACT NO. 213
37	CONTRACT DATE - 1931
38	CONTRACT VALUE - \$1,000,000.00
39	CONTRACT NO. 213
40	CONTRACT DATE - 1931
41	CONTRACT VALUE - \$1,000,000.00
42	CONTRACT NO. 213
43	CONTRACT DATE - 1931
44	CONTRACT VALUE - \$1,000,000.00
45	CONTRACT NO. 213
46	CONTRACT DATE - 1931
47	CONTRACT VALUE - \$1,000,000.00
48	CONTRACT NO. 213
49	CONTRACT DATE - 1931
50	CONTRACT VALUE - \$1,000,000.00

Addendum 5





## **ADDENDUM 6**

**April 4, 2023**

**ITB PW 06-23**

### **County Road (C.R.) 2 Widening and Resurfacing Project**

Please find attached the Document and information below, for the above referenced Addendum No. 5. 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.

#### **This addendum is to answer vendor questions.**

1. The contract time of 360 calendar days to substantial completion is insufficient. Will a revision be made to the ITB to revise the contract time?

The contract PoP is extended to 450 days for the base work, 180 days for the Mack Tyner Bridge repairs.

2. The answer to Question 8 in addendum 5 states that the top of new asphalt plotted in the cross section matches existing grade. While knowing that the road is going to raise a minimum of 2.5" for the new asphalt plus the extra height from the reclamation with addition of cement there will be a significant amount of base to be cut and removed from the roadway so that our UTS equipment can meet the grades established in the cross sections. It would be much more cost effective for the county to eliminate the OBG 6 widening of the shoulders and utilize the extra reclaimed material as base for the widening.

The excess reclaimed material is allowed for shoulder/road widening base material in place of the Optional Base Group (OBG) 6. However, if sufficient reclaimed material is not available to complete the work, the OBG 6 shall be used instead.

The OBG 6 (Bid Item 285-706) shall be considered as an allowance for this contract. The actual quantity and cost shall be based on the final amount of the OBG 6 used to complete the work.

3. Attached are updated plans and a consolidated pay item list. Please use these in submitting your proposal.

**ITB opening remains April 19, 2023 at 3:00 P.M. (CDT)**

# CONSTRUCTION PLANS FOR COUNTY ROAD 2 RESURFACING / WIDENING PROJECT

Addendum 6

**INDEX SHEET**      **CONTENT**

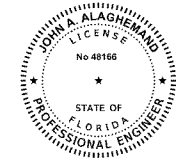
1	COVER SHEET & VICINITY MAP
2	REVISIONS SHEET
3	KEYSHEET
4 - 5	SIGNATURE SHEET
6 - 8	SUMMARY OF PAY ITEMS
9	TYPICAL SECTION
10	SUMMARY OF DRAINAGE STRUCTURES
11 - 28	GENERAL NOTES
29	ROADWAY PLAN
30 - 35	SPECIAL DETAILS
36 - 119	DRAINAGE STRUCTURES
120 - 121	CROSS SECTIONS
122 - 139	STORMWATER POLLUTION PREVENTION PLAN
140 - 141	EROSION CONTROL PLAN
142 - 144	TEMPORARY TRAFFIC CONTROL PLAN
SQ-1 - SQ-25	GUIDE SIGN WORKSHEET
145	SUMMARY OF QUANTITIES
146	BRIDGE RETROFIT PLAN AND TYPICAL SECTION
	BRIDGE RETROFIT DETAILS



Stephen D. Blalock, P.E.  
Project Engineer  
Okaloosa County Public Works



**OKALOOSA COUNTY**  
1759 S Fardow Blvd  
Crestview, FL 32535  
Phone: (850) 689-5050



**ROADWAY PLANS**  
**ENGINEER OF RECORD:**  
JOHN ALAGHEHMAND, P.E.  
P.E. NO.: 48166  
DRMP, INC.  
2111 THOMAS DR SUITE 1  
PANAMA CITY BEACH, FL 32408  
PHONE: (850) 387-1262  
CERTIFICATE OF AUTHORIZATION NO. 2648

**BEGIN BRIDGE #570085**  
STA. 149+00.63 @ SURVEY CR 2  
MP 2.631

**END BRIDGE #570040**  
STA. 273+83.57 @ SURVEY CR 2  
MP 4.993



PREPARED BY  
**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
2111 THOMAS DR. • SUITE 1  
PANAMA CITY BEACH, FL 32408  
PHONE: (850) 645-3904 FAX: (850) 498-8973  
VENDOR NO. 691791174001

**GOVERNING STANDARD SPECIFICATIONS:**  
Florida Department of Transportation, January 2022 Standard Specifications for Roads and Bridge Construction at the following website:  
<https://www.fdot.gov/programmanagement/implemented/SpecBooks>  
Florida Department of Transportation, OIS-System Specifications for Local Agency Use at the following website:  
<https://www.fdot.gov/programmanagement/implemented/LAPILapSpecs/Default.shtm>

DATE	DESCRIPTION
3/23/23	ADDED SHEET NUMBERS 1A & 3A
4/03/23	ADDED SHEET NUMBER 3B

**100% PLANSET  
RELEASED FOR  
CONSTRUCTION BID**

SHEET NO.
1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DETAILED, SIGNED AND SEALED UNDER RULE 61G00-2004, F.A.C.



REVISIONS

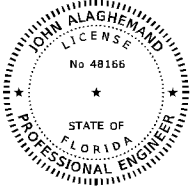
COUNTY ROAD 2 RESURFACING/ WIDENING PROJECT

Addendum 6

- △ ROADWAY PLANS: 1, 1A, 3A, 4, SO-1 (REVISED 3/23/23)
- △ ROADWAY PLANS: 1, 1A, 3B, 4, SO-3S, SO-14 (REVISED 4/03/23)

REVISIONS		REVISIONS		DRMT, Inc. 2111 Thomas Drive, Suite 1 Panama City, Beach, FL 32408 Phone: (850) 387-1262 Fax: (850) 450-0073 John A. Iaghemana, P.E. License No. 48166	STATE OF FLORIDA OKALOOSA COUNTY		REVISIONS SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		CONSTRUCTION PLANS FOR:			1A
3/23/23	△ NEW SHEET				COUNTY ROAD 2			
4/03/23	△ REVISION 2							

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE. IT IS FULLY SIGNED AND SEALED UNDER RULE 61B002.004, F.A.C.



THIS DOCUMENT HAS BEEN DIGITALLY  
 SIGNED AND STAMPED.

Addendum 6

ON THE DATE ADJACENT TO THE SEAL,  
 PRINTED COPIES OF THIS DOCUMENT ARE  
 NOT CONSIDERED VALID UNLESS  
 AND THE SIGNATURE MUST BE VERIFIED  
 BY AN ELECTRONIC CHECK.

DRMP, Inc.  
 2111 Thomas Dr. - Suite 1  
 Panama City, Beach, FL 32408  
 Phone: (850) 387-1262  
 John Alaghemand, P.E. License No. 48166

THE ABOVE-NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
 FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ADDENDUM ITEMS

SHEET NO.	SHEET DESCRIPTION
3	COVER SHEET & VICINITY MAP
3A	REVISION SHEET
3B	SIGNATURE SHEET
4	SUMMARY OF PAY ITEMS
5/2	SUMMARY OF QUANTITIES

REVISIONS		DATE	DESCRIPTION	DRMP, Inc. 2111 Thomas Drive, Suite 1 Panama City, Beach, FL 32408 Phone: (850) 387-1262 Fax: (850) 450-0073 Certificate Of Authorization No. 2648	STATE OF FLORIDA OKALOOSA COUNTY CONSTRUCTION PLANS FOR COUNTY ROAD 2	<i>SIGNATURE SHEET</i>	SHEET NO.
DATE	DESCRIPTION						3B
4/13/23	NEW SHEET						

1280

4/13/23

3:05:05 PM

P:\Projects\2023\0350401 CR 2 - 5.dwg (rta) Doc in Set: 12510227 Issues\ASB1836014

Addendum 6

C.R. 2 PROJECT PAY ITEMS (REWORK BASE OPTION)							
SPC	ALT	ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	QUANTITY TOTAL
		101-1	MOBILIZATION	LS	1.000		
		102-1	MAINTENANCE OF TRAFFIC (390 DAYS)	LS	1.000		
		102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE AND MAILBOX TURNOUTS	CY	2477.0		
		102-60	WORK ZONE SIGN	ED	12660		
		102-71 15	TEMPORARY BARRIER, ANCHORED	LF	1388		
		102-71 25	TEMPORARY BARRIER, RELOCATE	LF	1388		
		102-74 1	TEMP BARR - TYPES I, II, D1, VP, DRUM, OR LCD	ED	66450		
		102-78 1	TEMPORARY RETROREFLECTIVE PAVEMENT MARKERS	EA	2442		
		102-89 1	TEMPORARY CRASH CUSHION - REDIRECTIVE	LO	4		
		102-99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMP	ED	780		
		102-104	TEMPORARY SIGNALIZATION AND MAINT. OF INTERSECTION	ED	120		
		102-150 2	RADAR SPEED DISPLAY UNIT	ED	780		
		102-909	TEMPORARY RAISED RUMBLE STRIPS	DA	450		
		102-913 23	REMOVABLE TAPE, WHITE, 24" STOP BAR	LF	40		
		104-1	ARTIFICIAL COVERINGS	SY	1717		
		104-10-3	SEDIMENT BARRIER	LF	12446		
		110-1-1	CLEARING AND GRUBBING	AC	41.4		
		110-3-6	REMOVAL OF EXISTING STRUCTURES/BRIDGE	SF	2247.0		
		110-4-10	REMOVAL OF EXISTING CONCRETE	SY	1054.00		
		110-7-1	MAILBOX, F&I	EA	20		
		120-1	REGULAR EXCAVATION	CY	11886.0		
		120-6	EMBANKMENT	CY	23938.0		
		160-4	TYPE B STABILIZATION	SY	76844		
		285-700	REWORK AND COMPACT EXISTING ASPHALT AND BASE, 9" AVERAGE DEPTH	SY	108488		
		285-706	OPTIONAL BASE GROUP 6 - ALLOWANCE	SY	26956		
		285-7000	PORTLAND CEMENT CONCRETE TYPE 1 - ALLOWANCE	TN	2500		
		286-1	TURNOUT CONSTRUCTION	SY	1085		
		327-70-1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG. DEPTH	SY	1463		
		334-1-52	SUPERPAVE ASPHALTIC CONCRETE B, PG 76-22	TN	18277.4		
		339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN	477.4		
		400-2-4	CLASS II CONCRETE (SUPERSTRUCTURE)	CY	0.9		
		425-1-551	INLETS, DT BOT, TYPE E, <10'	EA	1		
		425-2-43	MANHOLES, P-7, PARTIAL	EA	1		
		430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	223		
		430-174-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	130		
		430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 18" SD	LF	90		
		430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE-ELLIP/ARCH, 24" SD	LF	39		
		430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"S/CD	LF	21		
		430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"S/CD	LF	80		
		430-175-130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	LF	59		
		430-175-136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	LF	4		
		430-175-142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	LF	3		
		430-175-148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	LF	27		
		430-524-100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	9		
		430-530-100	STRAIGHT CONCRETE ENDWALLS, 30", SINGLE, 0 DEGREES, ROUND	EA	5		
		430-536-100	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	2		
		430-542-100	STRAIGHT CONCRETE ENDWALLS, 42", SINGLE, 0 DEGREES, ROUND	EA	2		

Addendum 6

C. R. 2 PROJECT PAY ITEMS (REWORK BASE OPTION)					
430-548-100	STRAIGHT CONCRETE ENDWALLS, 48" SINGLE, 0 DEGREES, ROUND	EA	5		
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	6		
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	2		
430-984-125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	36		
430-984-129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	14		
430-984-625	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 18" SD	EA	6		
430-984-629	MITERED END SECTION, OPTIONAL ELLIP/ARCH, 24" SD	EA	2		
431-1-618	PIPE LINER, COATING, 18"	LF	37		
431-1-624	PIPE LINER, COATING, 24"	LF	192		
431-1-648	PIPE LINER, COATING, 48"	LF	73		
432-3-4	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 24'	EA	4		
432-3-8	CHEMICAL GROUT REPAIR - PIPE, NON-TEST, 48'	EA	1		
460-71-1	METAL TRAFFIC RAILING, THREE BEAM RETROFIT	LF	2434		
522-1	CONCRETE SIDEWALK AND DRIVENWAYS, 4" THICK	SY	280		
524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	79.0		
530-3-4	RIPRAP, RUBBLE F&I DITCH LINING	TN	24		
536-1-1	GUARDRAIL - ROADWAY, GEN TL-3	LF	4774		
536-73	GUARDRAIL REMOVAL	LF	2090		
536-8122	GUARDRAIL TRANSITION CONNECTION TO RIGID BARRIER F&I-INDEX 536-002, APPROACH TL-3	EA	4		
536-85-20	GUARDRAIL END ANCHORAGE ASSEMBLY, TRAILING ANCHORAGE	EA	8		
536-85-24	GUARDRAIL END ANCHORAGE ASSEMBLY, PARALLEL	EA	8		
546-71-1	RAISED RUMBLE STRIP SET - PERMANENT	PS	8		
570-1-1	PERFORMANCE TURF	SY	144317		
570-1-2	PERFORMANCE TURF, SOD	SY	27363		
700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	45		
700-1-60	SINGLE POST SIGN, REMOVE	AS	54		
705-10-1	OBJECT MARKER, TYPE I	EA	15		
705-10-2	OBJECT MARKER, TYPE II	EA	42		
705-10-3	OBJECT MARKER, TYPE III	EA	8		
705-11-1	DELINEATOR, FLEXIBLE TUBULAR	EA	24		
706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	2454		
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	19.163		
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	404		
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE (STOP)	EA	1		
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, ARROW	EA	12		
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	11.595		
710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6" (10-30)	GM	5.810		
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1		
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	404		
711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.080		
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	13		
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	12		
711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (BIKE)	EA	4		
711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	EA	4		
711-16-101	THERMOPLASTIC, STANDARD-OTHER, WHITE, SOLID, 6"	GM	19.163		
711-16-201	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SOLID, 6"	GM	11.595		
711-16-231	THERMOPLASTIC, STANDARD-OTHER, YELLOW, SKIP, 6"	GM	5.810		
			<b>PROJECT TOTAL</b>		

SUMMARY OF PAVEMENT

Addendum 6

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
285700	REWORK AND COMPACT EXIST. ASPHALT AND BASE 9" AVERAGE DEPTH	499+00.00	to 508+16.00	LT	88664			SY	1161.7					
285700	OPTIONAL BASE, BASE GROUP 06 - ALLOWANCE	10+23.49	to 26+00.00	LT	277793			SY	1015.9		26956			
		10+69.11	to 15+23.19	RT	145291				116.3					
		15+77.74	to 26+00.00	RT	145309				264.3					
		26+00.00	to 51+00.00	LT	144674				648.2					
		26+00.00	to 51+00.00	RT	144710				648.2					
		51+00.00	to 76+00.00	RT	144784				647.0					
		51+00.00	to 76+00.00	LT	144756				649.1					
		76+00.00	to 101+00.00	RT	145373				649.1					
		76+00.00	to 101+00.00	LT	144817				645.8					
		94+49.61	to 95+20.03	RT	264790				209.5				JAMES READEN ROAD (UNPAVED)	
		101+00.00	to 122+74.32	LT	144897				547.2					
		101+00.00	to 126+00.00	RT	144887				650.0					
		123+28.00	to 126+00.00	LT	144977				69.9					
		126+00.00	to 127+65.21	RT	264810				42.5					
		126+00.00	to 148+97.45	LT	145105				593.0					
		128+59.72	to 148+97.45	RT	144989				528.8					
		150+59.16	to 176+00.00	LT	145531				661.0					
		150+59.35	to 176+00.00	RT	145570				656.2					
		176+00.00	to 197+46.98	LT	145609				556.0					
		176+00.00	to 201+00.00	RT	145637				648.2					
		198+10.65	to 201+00.00	LT	145662				74.5					
		201+00.00	to 226+00.00	LT	145672				648.2					
		201+00.00	to 226+00.00	RT	145683				648.2					
		226+00.00	to 228+51.36	RT	145701				64.3					
		226+00.00	to 228+97.03	LT	145693				76.0					
		229+63.45	to 251+00.00	RT	145882				553.5					
		229+73.13	to 251+00.00	LT	145851				549.2					
		251+00.00	to 261+67.22	RT	265341				276.7					
		251+00.00	to 261+67.25	LT	265190				273.2					
		252+66.06	to 253+00.65	LT	264933				303.0				YELLOW RIVER BAPTIST CHURCH ROAD	
		273+63.61	to 301+00.00	RT	146014				704.2					
		274+33.29	to 301+00.00	LT	265090				687.1					
		281+45.95	to 282+68.34	LT	264857				142.6				BOAT RAMP	
		301+00.00	to 302+09.59	LT	146832				27.2					
		301+00.00	to 351+00.00	RT	146866				1296.3					
		303+19.40	to 351+00.00	LT	146849				1238.7					
		351+00.00	to 392+79.00	RT	146948				1080.8					
		351+00.00	to 401+00.00	LT	264904				1293.8					
		390+53.57	to 391+22.88	LT	264893				86.8				CLARY ROAD	
		393+95.59	to 401+00.00	RT	146471				181.8					
		401+00.00	to 426+00.00	LT	264951				644.7					
		401+00.00	to 426+00.00	RT	146894				648.2					
		416+73.04	to 417+66.06	LT	264935				123.1				HARPER ROAD	
		426+00.00	to 440+24.07	LT	147048				367.2					
		426+00.00	to 451+00.00	RT	147095				648.2					
		440+82.66	to 451+00.00	LT	147054				262.9					
		451+00.00	to 476+00.00	RT	147119				648.2					
		451+00.00	to 476+00.00	LT	147112				648.2					
		476+00.00	to 507+76.09	LT	147130				821.6					

DATE: 4/13/23 DESCRIPTION: EDITED PAY ITEM		REVISIONS:		DRAWN BY: DRMP, Inc. 2111 Thomas Drive, Suite 1 Panama City Beach, FL 32408 Phone: (850) 387-1262 Fax: (850) 450-0073 John A. Agnew, P.E. License No. 48166		STATE OF FLORIDA OKALOOSA COUNTY CONSTRUCTION PLANS FOR COUNTY ROAD 2		SUMMARY OF QUANTITIES		SHEET NO. 50-13	
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.001, F.A.C.

SUMMARY OF PAVEMENT

Addendum 6

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	LENGTH	WIDTH	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION						P	F	P	F		
285706 0527 70 1	OPTIONAL BASE, BASE GROUP 06 - ALLOWANCE WILLING EXIST ASPH. PAVEMENT 1" AVERAGE DEPTH	476+00.00 to 507+84.88	RT	264901				SY	1490.6					
		122+69.42 to 123+30.00	LT	166975				SY	113.6		1463		PEACOCK ROAD	
		127+48.03 to 128+62.00	RT	166986					232.4				JAMES PEADEN ROAD (PAVED)	
		197+42.34 to 198+14.36	LT	166997					115.8				CRESTON BARRON ROAD	
		229+44.42 to 229+65.70	RT	167019					236.1				OLD RIVER ROAD	
		229+92.02 to 229+90.79	LT	167007					131.3				OLD RIVER ROAD	
		302+00.58 to 303+25.04	LT	167031					286.5				HWY 602	
		342+57.59 to 394+02.06	RT	167036					231.8				SEWERFITT ROAD	
		440+07.67 to 440+80.51	LT	167041					115.4				FOUR FLAGS ROAD	
0334 1 52	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC B, PG 76-22	104+21.50 to 51+00.00	LT	277511				TN	869.46		18277.4			
		10+33.13 to 51+00.00	RT	244163					755.70					
		15+13.80 to 15+88.85	RT	243424					9.30				BLACKMAN FIRE DISTRICT ENTRANCE	
		51+00.00 to 76+00.00	RT	251501					442.22					
		51+00.00 to 76+00.00	LT	244311					479.18					
		76+00.00 to 101+00.00	LT	244901					471.21					
		76+00.00 to 101+00.00	RT	251897					451.35					
		77+94.00 to 78+26.00	RT	243495					1.24				DRIVEWAY	
		80+99.00 to 81+31.00	RT	243506					1.24				DRIVEWAY	
		81+14.00 to 81+46.00	LT	243500					1.24				DRIVEWAY	
		84+60.64 to 85+23.57	LT	252168					5.52				DRIVEWAY	
		85+19.00 to 85+51.00	RT	243729					1.24				DRIVEWAY	
		94+19.61 to 95+19.65	RT	243345					16.89				JAMES PEADEN ROAD (UNPAVED)	
		101+00.00 to 126+00.00	RT	251203					427.91					
		101+00.00 to 126+00.00	LT	245316					482.73					
		107+59.00 to 107+91.00	RT	243512					1.24				DRIVEWAY	
		113+40.94 to 113+97.55	LT	243439					5.51				DRIVEWAY	
		122+73.64 to 123+28.28	LT	243227					5.54				PEACOCK ROAD	
		126+00.00 to 148+97.44	RT	258504					391.20					
		126+00.00 to 148+97.44	LT	258639					486.40					
		127+62.10 to 128+62.00	RT	243240					12.50				JAMES PEADEN ROAD (PAVED)	
		150+59.15 to 161+00.84	LT	258901					216.55					
		150+59.27 to 161+00.85	RT	258918					203.91					
		161+00.84 to 176+00.00	LT	246114					274.93					
		161+00.85 to 176+00.00	RT	250707					272.93					
		166+19.00 to 166+51.00	LT	243517					1.24				DRIVEWAY	
		176+00.00 to 201+00.00	LT	246202					457.51					
		176+00.00 to 201+00.00	RT	246409					461.75					
		176+74.00 to 177+06.00	RT	243537					1.24				DRIVEWAY	
		176+84.00 to 177+16.00	LT	243542					1.23				DRIVEWAY	
		177+84.00 to 178+16.00	RT	243548					1.24				DRIVEWAY	
		190+99.00 to 191+31.00	RT	243553					1.24				DRIVEWAY	
		197+39.00 to 197+71.00	RT	243558					1.24				DRIVEWAY	
		197+42.34 to 198+14.36	LT	243263					6.32				CRESTON BARRON ROAD	
		201+00.00 to 226+00.00	LT	246312					460.46					
		201+00.00 to 226+00.00	RT	250305					455.89					
		215+74.00 to 216+06.00	LT	243564					1.24				DRIVEWAY	
		223+19.00 to 223+51.00	RT	243569					1.24				DRIVEWAY	
		226+00.00 to 251+00.00	LT	247512					461.69					
		226+00.00 to 251+00.00	RT	247897					450.51					
		228+44.42 to 229+65.70	RT	243294					12.99				OLD RIVER ROAD	

REVISIONS DATE DESCRIPTION DATE DESCRIPTION 4/13/23 EDITED PAY ITEM		DRMT, Inc. 2111 Thomas Drive, Suite 1 Panama City, Beach, FL 32408 Phone: (850) 387-1262 Fax: (850) 450-0073 John A. Agghemano, P.E. License No. 48166		STATE OF FLORIDA OKALOOSA COUNTY CONSTRUCTION PLANS FOR COUNTY ROAD 2		SUMMARY OF QUANTITIES		SHEET NO. 50-14
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G13-23.001, F.A.C.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

06/16/2023 | 10:46 AM EDT

Mr. Scott Bitterman – County Engineer  
Okaloosa County  
1759 S. Ferdon Blvd.  
Crestview, FL. 32536

Subject: Concurrence to Award Construction Contract  
Construction of CR 2 Road Safety and Bridge Upgrades Project  
FPID No. 450939-1-54-01

Dear Mr. Bitterman:

We have received the bid for the referenced project and concur with the County's recommendation to award to the lowest responsive bidder.

We ask that at least one (1) week notice of the pre-construction be provided. When scheduling the pre-construction meeting, your agency is required to include the following individuals/staff when sending meeting notifications:

- District Local Program Administrator (Maria Showalter, [maria.showalter@dot.state.fl.us](mailto:maria.showalter@dot.state.fl.us))
- Local Programs Coordinator (Meghan Jadofsky, [meghan.jadofsky@dot.state.fl.us](mailto:meghan.jadofsky@dot.state.fl.us))
- District Construction Project Manager (James Proffitt, [james.proffitt@dot.state.fl.us](mailto:james.proffitt@dot.state.fl.us))

As your agency moves forward with the project, remember that all supplemental agreements and/or change orders must be approved by the District Local Program Office prior to execution of any agreements. If you have any questions, I may be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at [maria.showalter@dot.state.fl.us](mailto:maria.showalter@dot.state.fl.us).

Sincerely,

DocuSigned by:

*Maria Showalter*

6250BD1C42F7475...

Maria Showalter  
District Local Program Administrator

Cc: FDOT Milton Operations