

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/21/2023

Contract/Lease Control #: C23-3890-AP

Procurement#: ITB AP 03-23

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: WHITESELL-GREEN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/21/2023

Expiration Date: 210 DAYS FROM CONTRACT COMMENCMENT

Description of: CONSTRUCT SHADE CANOPIES AT VPS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed: _____

CC: BCC RECORDS

C23-3890-AP

PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: ITB 03-23 Tracking Number: 490423

Procurement/Contractor/Lessee Name: Whitetail Green Grant Funded: YES X NO

Purpose: Construct Campers at the Westin VPS

Date/Term: 210 days from MD

Department #: 742240

Account #: 563490

Amount: \$ 5,517,191.30

Department: Airport Dept. Monitor Name: Stax

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

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 4-14-23

Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: see email attached Grant Name: FOOT

Grants Coordinator: Suzanne Ulloa Date: 4-24-23

Risk Management Review

Approved as written: see email attached Date: 4-14-23

Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 4-20-23

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

From: Suzanne Ulloa
Sent: Monday, April 24, 2023 9:42 AM
To: DeRita Mason
Subject: RE: Whitesell-Green Draft Agreement 03-23

DeRita,

This is approved but please add the following to the Contract

Commercial General Liability insurance providing continuous coverage for all work or operations performed under the is Agreement is required. If the Contractor sub-contracts and part of this agreement, it shall cause its sub-contractor to also carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. **The contractor shall make The State of Florida Department of Transportation (FDOT) and The Board of County Commissioners of Okaloosa County, Florida (the County) Additional Insureds** on such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. **The coverage afforded to FDOT, 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. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the County shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein.

Please note our required action: *Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Florida Department of Transportation shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described below.*

Suzanne Ulloa

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



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

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, April 20, 2023 3:09 PM
To: DeRita Mason
Cc: Parsons, Kerry
Subject: Re: Whitesell-Green Draft Agreement 03-23
Attachments: Whitesell-Green Draft Agreement 4.20.23.docx

DeRita,

With the attached changes this is approved. There are still some strike-throughs and grey highlighted provisions, which look like they need to be finalized.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Friday, April 14, 2023 9:51 AM
To: Lynn Hoshihara
Cc: Parsons, Kerry; Odessa Cooper-Pool; Jacqueline Matichuk; Suzanne Ulloa
Subject: FW: Whitesell-Green Draft Agreement 03-23

Good morning,
Please review and approve the attached.

Suzanne, it is using FDOT funds, with department number 742240.

Thank you,

DeRita Mason

DeRita Mason

From: Odessa Cooper-Pool
Sent: Friday, April 14, 2023 2:49 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Parsons, Kerry; Jacqueline Matichuk; Suzanne Ulloa
Subject: RE: Whitesell-Green Draft Agreement 03-23
Attachments: Whitesell Green Submission Shade Canopy VPS (1).pdf; Whitesell-Green Draft Agreement 041423.docx

Hello DeRita,

The Attached agreement for Whitesell Green is approved by Risk Management for insurance purposes.

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*

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From: DeRita Mason <dmason@myokaloosa.com>

Sent: Friday, April 14, 2023 8:51 AM

To: Lynn Hoshihara <lhoshihara@myokaloosa.com>

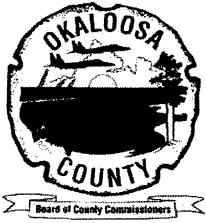
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Suzanne Ulloa <sulloa@myokaloosa.com>

Subject: FW: Whitesell-Green Draft Agreement 03-23

Good morning,

Please review and approve the attached.

Suzanne, it is using FDOT funds, with department number 742240.



Board of County Commissioners Purchasing Department

State of Florida

Date: April 6, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB AP 03-23

Construct Shade Canopies at the Destin Fort-Walton Beach Airport (VPS)

Okaloosa County would like to thank all businesses, which submitted bids for Construct Shade Canopies at the Destin Fort-Walton Beach Airport (VPS). (ITB AP 03-23)

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:

Whitesell-Green, Inc.
P.O. Box 2849
Pensacola, FL 32513

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.

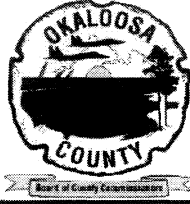
Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a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

Respectfully,

**DeRita
Mason**

Digitally signed by
DeRita Mason
Date: 2023.04.04
11:49:28 -05'00'

DeRita Mason
Purchasing Manager



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE: CONSTRUCT SHADE CANOPIES AT THE
DESTIN FORT-WALTON BEACH AIRPORT (VPS)

ITB NUMBER:
ITB AP 03-23

ISSUE DATE:

31 October, 2022 8:00 A.M. C.S.T.

PRE BID MEETING:

7 November, 2022 10 A.M. C.S.T.

LAST DAY FOR QUESTIONS:

15 November, 2022 3 P.M. C.S.T.

ITB OPENING DATE & TIME:

30 November, 2022 3 P.M. C.S.T.

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

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be submitted electronically by the time and date listed above. Bids may not be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening unless otherwise specified

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

COMPANY NAME Whitesell-Green, Inc.

MAILING ADDRESS PO Box 2849

CITY, STATE, ZIP Pensacola FL 32513

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-1307427

TELEPHONE NUMBER: 850-434-5311

EXT: _____

FAX: 850-434-5315

EMAIL: rfabbro@whitesell-green.com

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

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME Robert A. Fabbro

TITLE: President

DATE December 7, 2022



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
WHITESELL-GREEN, INC.

Filing Information

Document Number	373638
FEI/EIN Number	59-1307427
Date Filed	12/03/1970
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	01/10/2003
Event Effective Date	NONE

Principal Address

3881 N PALAFOX ST
PENSACOLA, FL 32505

Changed: 01/06/2004

Mailing Address

P.O. BOX 2849
PENSACOLA, FL 32513-2849

Changed: 02/19/1996

Registered Agent Name & Address

WHITESELL, W K JR
3881 N PALAFOX ST
PENSACOLA, FL 32505

Name Changed: 02/10/1997

Address Changed: 02/10/1997

Officer/Director Detail

Name & Address

Title CEOD

WHITESELL, WILLIAM KJR.
3881 N PALAFOX ST
PENSACOLA, FL 32505

Title TD

LOCKLEAR, ELIZABETH W
3881 N PALAFOX ST
PENSACOLA, FL 32505

Title VPD

WHITESELL III, WILLIAM K
3881 N PALAFOX ST
PENSACOLA, FL 32505

Title SD

WHITESELL, JILL
3881 N PALAFOX ST
PENSACOLA, FL 32505

Title President

Fabbro, Robert
3881 N PALAFOX ST
PENSACOLA, FL 32505

Annual Reports

Report Year	Filed Date
2020	01/28/2020
2021	01/15/2021
2022	01/20/2022

Document Images

01/20/2022 -- ANNUAL REPORT	View image in PDF format
01/15/2021 -- ANNUAL REPORT	View image in PDF format
01/28/2020 -- ANNUAL REPORT	View image in PDF format
02/11/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
02/05/2016 -- ANNUAL REPORT	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format

12/31/2012 -- Amendment	View image in PDF format
02/28/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format
01/12/2007 -- ANNUAL REPORT	View image in PDF format
01/13/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
01/06/2004 -- ANNUAL REPORT	View image in PDF format
01/14/2003 -- ANNUAL REPORT	View image in PDF format
01/10/2003 -- Amendment	View image in PDF format
02/14/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
02/25/1999 -- ANNUAL REPORT	View image in PDF format
03/02/1998 -- ANNUAL REPORT	View image in PDF format
02/10/1997 -- ANNUAL REPORT	View image in PDF format
02/19/1996 -- ANNUAL REPORT	View image in PDF format
03/30/1995 -- ANNUAL REPORT	View image in PDF format

COMPANY DATA

Respondent's Company Name: Whitesell-Green, Inc.

Physical Address & Phone #: 3881 N Palafox Street
Pensacola, FL 32505
850 434 5311

Contact Person (Typed-Printed): Robert A. Fabbro

Phone #: 850-434-5311

Cell #: 850-418-1530

Federal ID or SS #: 59-1307427

DUNNS #: 053002721

Respondent's License #: CGC058236

Fax #: 850-434-5315

Emergency #'s After Hours,
Weekends & Holidays: 850-418-1530

Email Address: rfabbro@whitesell-green.com

O C G 71 - SAM

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND WHITESSELL-GREEN, INC.
CONTRACT #: C23 3890-AP**

THIS AGREEMENT is dated as of the 19th day of September in the year 2023 by and between The Board of County Commissioners of Okaloosa County, Florida (hereinafter called Owner or County) and Whitesell-Green, Inc., a Florida Profit Corporation (hereinafter called Contractor), whose principal address is P.O. Box 2849, Pensacola, FL 32513, whose federal ID is 59-1307427.

WITNESSETH:

WHEREAS, the County through an Invitation to Bid has solicited to **CONSTRUCT SHADE CANOPIES AT DESTIN-FORT WALTON BEACH AIRPORT (VPS)** (hereinafter called Work); and

WHEREAS, after due review of all bids, Contractor has been selected to provide the Work; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated as stated in Exhibit "A, ITB AP 03-23" attached hereto; and

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

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. WORK.

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

CONSTRUCT SHADE CANOPIES

1. Covered sidewalks at secondary curb: Construction of the tensile fabric shade canopy system along the secondary curb will consist of pre-engineered structural steel truss/frame supported by steel columns on shallow concrete piers to support a coated tensile fabric shade canopy system. The canopy length is approximately 435 feet long. Approximately 300 feet of the sidewalk will be replaced with new concrete slabs. The existing sidewalks will be replaced or repaired. Gutters and downspouts will also be included along with new lighting and landscaping.
2. Covered walkways, primary to secondary curbs: These concrete walkways are 15 feet wide and 143 feet long. Select number of oak and crape myrtle trees along these walkways will be removed to alleviate future maintenance needs. However, existing palm trees will remain in place. In addition, and as a part of this element, the existing flagpole will be relocated. Canopy construction will consist of a pre-engineered structural steel truss/frame supported by steel columns to support a coated tensile fabric shade canopy system. Two of the walkways will also be reconstructed due to age and root damage. Gutters and downspouts will also be included, along with new lighting system and landscaping.
3. Covered crossings: Coverage will be provided for the three traffic lane crossings consisting of pre-engineered structural steel truss/frame supported by steel columns on shallow concrete piers to support a coated tensile fabric shade canopy system. These canopies will have gutters and downspouts to direct rainfall away from vehicles and pedestrians. The canopies will provide a standard FHWA vertical

clearance of 16 feet above the existing raised walkway. Since the eaves of the existing terminal canopy system are approximately thirteen (13) feet above ground, the new canopy crossing will be constructed above the existing building.

4. Rehabilitate existing canopies: The maintenance of the existing canopies includes the removal of the multiwall polycarbonate panel material, sandblasting/cleaning, replacement and/or repair of compromised connections of the structural steel frame members, re-coating the entire surfaces with corrosion resistant epoxy paint, and installation of new roofing material.

Article 2. ENGINEER.

The Project has been designed by:

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. and RS&H, INC.

who are hereinafter called Engineer and who is to act as Owner's representative related to design questions (AID—i.e. engineer of record) or construction services (RS&H), assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed within 180 calendar days (Base Bid) after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

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

3.3.1 Liquidated Damages are based upon the original contract amount, as established by Okaloosa County. Liquidated damages, based upon the original contract amount of \$5,517,191.30, will be dollars (\$3902.00) per calendar day.

Article 4. CONTRACT PRICE.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of

Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$5,517,191.30 as per the attached Contractor bid.

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

Article 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Contractor will submit Certified payrolls based on the current Davis Bacon Wage Rates. Contractor will also submit a DBE Participation Report with each Application for Payment.

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

5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

95 % of Work completed (with the balance being retainage). Once the Contractor completes at least 50% of the Work based on approved pay applications, the retainage will be 5% .

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

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

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

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

5.2.1 Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at

the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

5.3 Payments Withheld

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

5.3.1.1 Defective Work not remedied;

5.3.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

5.3.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

5.3.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5.3.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

5.3.1.6 Unsatisfactory prosecution of the Work by the Contractor;

5.3.1.7 Failure to provide accurate and current "As-Builts"; or

5.3.1.8 Any other material breach of the Contract Documents.

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

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

6.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

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

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

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

7.1 This Agreement.

7.2 Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, ITB AP 03-23, **CONSTRUCT SHADE CANOPIES AT THE DESTIN-FORT WALTON BEACH AIRPORT (VPS)** date of opening November 30, 2022 at 3:00 P.M. and any addendums thereto.

7.3 Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

7.4 Exhibit "C", General Conditions

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

Article 8. PUBLIC RECORDS

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 NORTH WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

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

- 8.1 Keep and maintain public records required by the County to perform the service.
- 8.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 8.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the consultant does not transfer the records to the County.
- 8.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains public records upon completion of the contract, the consultant shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Article 9. AUDIT

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

Article 10. TERMINATION FOR CONVENIENCE

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

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

Article 11. VIOLATIONS OF CHAPTER 119 FLORIDA STATUTES

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

Article 12. MISCELLANEOUS.

- 12.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 12.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision
- 12.5 **Commercial General Liability insurance** providing continuous coverage for all work or operations performed under the is Agreement is required. If the Contractor sub-contracts and part of this agreement, it shall cause its sub-contractor to also carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. **The contractor shall make The State of Florida Department of Transportation (FDOT) and The Board of County Commissioners of Okaloosa County, Florida (the County) Additional Insureds on such insurance.** Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. **The coverage afforded to FDOT, 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. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the County shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein.

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

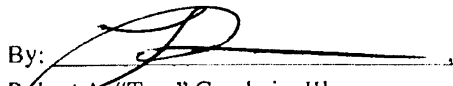
This Agreement will be effective on September 19, 2023 (which is the Effective Date of the Agreement).

OWNER

CONTRACTOR

Okaloosa County, Florida

Whitesell-Green, Inc.

By: 
Robert A. "Trey" Goodwin, III
Chairman, Board of County Commissioners

By: Robert A. Fabbric, President

Signed: _____

Signed:  _____



Part 1 – General Contract Provisions

Section 10 Definition of Terms

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

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

Paragraph Number	Term	Definition
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, any required bonds, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days, stated in the Agreement, allowed to substantially complete the work, including authorized time extensions.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

Paragraph Number	Term	Definition
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids the Project Manual and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-30A	Inspector	An authorized representative of the Owner assigned to make all necessary inspections, observations, and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be

Paragraph Number	Term	Definition
		<p>understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-32A	Liquidated Damages	Monetary damages paid by the Contractor to the Owner for each Calendar Day after the applicable contract time has elapsed until the work is completed and accepted by the Owner.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Okaloosa County Board of Commissioners .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.

Paragraph Number	Term	Definition
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications. The term "proposal" may be used interchangeably with the term "bid for" throughout the specifications and contract documents.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.

Paragraph Number	Term	Definition
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative, having authority and responsibility to act for and represent the Contractor, who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that

Paragraph Number	Term	Definition
		is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	Entire construction required by the Contract, including the furnishing of all labor, products, services, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Owner Defined terms	None

Section 20 Proposal Requirements and Conditions

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

END OF SECTION 20

Section 30 Award and Execution of Contract

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

END OF SECTION 30

Section 40 Scope of Work

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

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

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

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

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

All defined tolerances shall apply before, during, and after incorporation of the materials into the work. It is the intent of the specifications that all materials meet all the requirements of the specifications after all material has been set in place in its final form.

The Owner shall keep the FAA advised of the Engineer's determinations as to acceptance of the work is not in reasonably close conformity to the contract plans and specifications. Change orders or supplemental agreements must be reviewed by the FAA.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. It is the intent of these plans and specifications to ensure that construction, demolition, and all associated materials, equipment, and appurtenances are completed and installed in compliance with all applicable local, state, and federal regulations. In case of discrepancy or conflicting information, the most stringent requirement shall govern. If it is not readily apparent which requirement is most stringent, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over

contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-05 Cooperation of Contractor. The Contractor shall be supplied with an electronic PDF of the plans and specifications and shall be responsible for printing his or her own hard copies of each. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications.

The Contractor shall give constant attention to the work to facilitate the progress thereof and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. The Contractor shall furnish, at his or her expense, all horizontal and vertical control, all staking and layout or construction work called for on the plans and in accordance with the contract documents and as required herein or as necessary to properly and adequately control the work.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD and PDF**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract.

The Owner and/or his or her authorized representative shall have full authority to inspect all materials on the project site, test all materials at as many locations and at any frequency he or she deems necessary to satisfy him or herself that the final in-place product meets the requirements of the plans and specifications.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction

shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40,

paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is located in the appendix of the Project Manual.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made

when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2, current edition, latest change and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the RPR’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Utility Service or Facility	Location	Contact
Information, Compliance and Assistance	Okaloosa County Airport Administration Offices	(850) 651-7160
Emergencies	N/A	911

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to “The

Person to Contact” as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor’s opinion, the Owner’s assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner’s “Person to Contact” no later than two normal business days prior to the Contractor’s commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor’s failure to give the two days’ notice shall be cause for the Owner to suspend the Contractor’s operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor’s operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
- b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.
- d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor’s equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
- e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor’s operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. Refer to specification General Conditions, Article 5 for project insurance requirements.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a **weekly** ~~monthly~~ basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least [**72 hours**] prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Phased AOA Closures	Time Period for Closure	Type of Communications Required	Control Authority
Phase 1	None	N/A	N/A
Phase 2	None	N/A	N/A
Phase 3	TBD by Owner	NOTAM	Airport Ops and FAA ATCT

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction, current edition, latest change and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the

Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

In addition, the following requirements shall apply concerning all workers utilized on the project:

- a. The Contractor shall provide and maintain, at all times on the project site of the work during its progress, adequate and competent superintendence of all operations for and in connection with the work. The Contractor shall provide a capable superintendent acceptable to the Owner. Such representative shall be able to read, write, and speak English fluently and shall be authorized to receive instructions from the Engineer or RPR. Said superintendent shall have authority to see that the work is carried out in accordance with the Contract Documents and in a thorough and workmanlike manner in every respect.
- b. Incompetent, disorderly, intemperate or incorrigible employees of any authority level shall be dismissed from the project by the Contractor or his representative when requested by the Engineer or the Owner, and such persons shall not again be permitted to return to the work site without the written consent of the Owner.
- c. Any Contractor or subcontractor employee who violates the security and/or badging regulations of the Airport will be removed from the Airport and not allowed back on Airport property without the prior approval of the Owner.
- d. The Contractor shall provide at the request of the Owner such reasonable information about his employees as may be necessary, including in part, name, address and eligibility to work on federally funded projects.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for

anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

The maximum construction time allowed will be 210 consecutive calendar days from the Notice to Proceed. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following, but not limited to reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or

- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or

Term	Description
	the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>

Term	Description
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, **5 percent** of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Should elements of work require delay in final payment due to seasonal or other reasons, the Owner may retain or withhold an agreed upon amount from items of work associated with the delayed items and hold that retainage, even after final payment less the retained amounts, until the Contractor has fulfilled the elements of work delayed to the satisfaction of the Owner. The Owner shall release the retained amount after all associated work for which the delay item has been accepted by the Owner.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

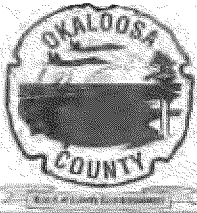
i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE: CONSTRUCT SHADE CANOPIES AT THE
DESTIN FORT-WALTON BEACH AIRPORT (VPS)

ITB NUMBER:
ITB AP 03-23

<u>ISSUE DATE:</u>	31 October, 2022 8:00 A.M. C.S.T.
<u>PRE BID MEETING:</u>	7 November, 2022 10 A.M. C.S.T.
<u>LAST DAY FOR QUESTIONS:</u>	15 November, 2022 3 P.M. C.S.T.
<u>ITB OPENING DATE & TIME:</u>	30 November, 2022 3 P.M. C.S.T.

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

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be submitted electronically by the time and date listed above. Bids may not be withdrawn for a period of one hundred and twenty (120) calendar days after the bid opening unless otherwise specified

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

COMPANY NAME Whitesell-Green, Inc.

MAILING ADDRESS PO Box 2849


CITY, STATE, ZIP Pensacola FL 32513

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) 59-1307427

TELEPHONE NUMBER: 850-434-5311 EXT: _____ FAX: 850-434-5315

EMAIL: rfabbro@whitesell-green.com

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

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME Robert A. Fabbro

TITLE: President DATE: December 7, 2022

NOTICE TO BIDDERS

CONSTRUCT SHADE CANOPIES
at
DESTIN-FORT WALTON BEACH AIRPORT (VPS)
OKALOOSA COUNTY, FLORIDA

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept bids until **30 November, 2022 3 P.M. C.S.T. to CONSTRUCT SHADE CANOPIES.**

Okaloosa County (COUNTY) and its Airport Department (AIRPORT) desire to perform the following improvements:

1. Covered sidewalks at secondary curb: Construction of the tensile fabric shade canopy system along the secondary curb will consist of pre-engineered structural steel truss/frame supported by steel columns on shallow concrete piers to support a coated tensile fabric shade canopy system. The canopy length is approximately 435 feet long. Approximately 300 feet of the sidewalk will be replaced with new concrete slabs. The existing sidewalks will be replaced or repaired. Gutters and downspouts will also be included along with new lighting and landscaping.
2. Covered walkways, primary to secondary curbs: These concrete walkways are 15 feet wide and 143 feet long. Select number of oak and crape myrtle trees along these walkways will be removed to alleviate future maintenance needs. However, existing palm trees will remain in place. In addition, and as a part of this element, the existing flagpole will be relocated. Canopy construction will consist of a pre-engineered structural steel truss/frame supported by steel columns to support a coated tensile fabric shade canopy system. Two of the walkways will also be reconstructed due to age and root damage. Gutters and downspouts will also be included, along with new lighting system and landscaping.
3. Covered crossings: Coverage will be provided for the three traffic lane crossings consisting of pre-engineered structural steel truss/frame supported by steel columns on shallow concrete piers to support a coated tensile fabric shade canopy system. These canopies will have gutters and downspouts to direct rainfall away from vehicles and pedestrians. The canopies will provide a standard FHWA vertical clearance of 16 feet above the existing raised walkway. Since the eaves of the existing terminal canopy system are approximately thirteen (13) feet above ground, the new canopy crossing will be constructed above the existing building.
4. Rehabilitate existing canopies: The maintenance of the existing canopies includes the removal of the multiwall polycarbonate panel material, sandblasting/cleaning, replacement and/or repair of compromised connections of the structural steel frame members, re-coating the entire surfaces with corrosion resistant epoxy paint, and installation of new roofing material.

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

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

NOTICE TO BIDDERS

CONSTRUCT SHADE CANOPIES
at
DESTIN-FORT WALTON BEACH AIRPORT (VPS)
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Funding for this project is being provided by Okaloosa County and the Florida Department of Transportation (FDOT) and will be subject to all applicable County and State requirements.

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

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

A non-mandatory Pre-Bid Conference will be conducted in-person [located at 1701 State Road 85 North, Eglin A.F.B. 32542-1498 on 2nd Floor, Conference room 1] and simultaneously through a zoom meeting on 7 November, 2022 10 A.M. C.S.T. All interested attendees must e-mail the following e-mail address for further link, login and password instructions. For further information e-mail jdarr@myokaloosa.com

Unless otherwise stipulated in the bid/proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until 30 November, 2022 3 P.M. C.S.T. at which time all bids that are timely submitted will be opened and reviewed.

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

For this solicitation, ITB AP 03-23, please contact:

Jesica Darr, Contracts and Leases Coordinator

jdarr@myokaloosa.com, 850-689-5960

DeRita Mason
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
MEL PONDER, CHAIRMAN

INSTRUCTIONS TO CONTRACTORS

PROJECT IDENTIFICATION:

- a) Project Title:
CONSTRUCT SHADE CANOPIES
- b) Owner:
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
- c) Engineer:
AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

1. Defined Terms.

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

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

2. Copies of Project Documents.

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

3. Qualifications of Contractors.

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

4. Examination of Documents and Site.

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

5. Availability of Lands for Work, Etc.

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

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

6. Interpretations and Addenda.

6.1 All questions about the meaning or intent of these Project Documents are to be directed to the County's Purchasing Department. Interpretations or clarifications in response to such questions will be issued by Addenda on the Purchasing website and Vendor Registry as mentioned above. Questions received after the question deadline may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify these Project Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

7.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidders maximum Bid Price in the form of a certified or bank check or a Bid Bond on form attached, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnishes the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of:

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

or

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

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

8. Contract Times.

Contractor agrees that Work will be substantially complete 180 calendar days (Base Bid) after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 210 calendar days after the date when the Contract Time commences to run.

9. Substitute and Or-Equal Items.

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

10. Subcontractors, Suppliers, and Others

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

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

11. Bid Form.

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

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

14. Opening of Bids.

A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents.

15. Bids to Remain Subject to Acceptance.

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

16. Disqualification of Bidders

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

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

17. Award of Contract.

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

18. Pre-Bid Conference.

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

19. Sales and Use Taxes.

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

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OKALOOSA COUNTY STANDARD CLAUSES

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

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

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

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

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

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

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

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

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

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

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

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

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

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The response submitted should be one (1) completed document, unless otherwise specified within the document. Offers by telegram, facsimile, or telephone will NOT be accepted.

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

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

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

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for one hundred twenty (120) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** – In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

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

14. AWARD OF BID

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
 - C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
 - D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
- 15. PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

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

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

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

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

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

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 26. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY: NON-DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. NON-COLLUSION** Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT** The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA-** Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the department of State for Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business

in the state of Florida, please refer to the Florida Department of State. The website to register is <https://dos.myflorida.com/sunbiz>.

32. FINANCIAL STABILITY - In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

33. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Code of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies List
- O. Certificate of Good Standing for State of Florida-see number 31

INDEMNIFICATION AND HOLD HARMLESS

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

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

CONFLICT OF INTEREST

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

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

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

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

ACCESS TO RECORDS AND REPORTS

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

BREACH OF CONTRACT TERMS

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

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

TRENCH SAFETY ACT

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

GENERAL CIVIL RIGHTS PROVISIONS

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

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

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

COPELAND ANTI-KICKBACK ACT

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

TEXTING WHEN DRIVING

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

RIGHTS TO INVENTIONS

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

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially

equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

VETERAN'S PREFERENCE

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

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

BONDING REQUIREMENTS

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

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/08/2022

CONTRACTORS INSURANCE

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

WORKERS' COMPENSATION INSURANCE

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

Agreements which have been approved by the County.

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

BUSINESS AUTOMOBILE LIABILITY

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

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

INSURANCE LIMITS OF LIABILITY

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

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

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the project name & number and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice

Requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

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

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

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

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

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

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and

EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

DELIVERY OF BIDS

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

LIQUIDATED DAMAGES:

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

Daily Charge

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

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

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

END OF OKALOOSA COUNTY STANDARD CLAUSES

BID FORM

PROJECT IDENTIFICATION:

CONSTRUCT SHADE CANOPIES
 AT DESTIN-FORT WALTON BEACH AIRPORT,
 OKALOOSA COUNTY, FLORIDA

CONTRACT IDENTIFICATION AND NUMBER:

Okaloosa County Bid No.: ITB AP 03-23
 FDOT FIN PROJ No.: 425614-7

THIS BID IS SUBMITTED TO:

OKALOOSA COUNTY PURCHASING DEPARTMENT

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

Addendum No.	1	Date	11/23/2022
Addendum No.	2	Date	11/30/2022
Addendum No.	3	Date	11/30/2022
Addendum No.		Date	

- (b) Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- (c) Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

- (d) Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Project Documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.
 - (e) Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.
 - (f) Contractor has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.
 - (g) Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in these documents and the written resolution thereof by Engineer is acceptable to Contractor, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Bid; Contractor has not solicited or induced any person, firm or corporation to refrain from Project; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over Owner.
4. Contractor will complete the Work in accordance with these documents for the price found in the Bid Schedule:
- (a) Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.
 - (b) Contractor acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in these documents.

- (c) The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
- (d) Unit prices shall include all sales taxes, and other applicable taxes and fees.
5. **Contract Time**: Contractor agrees that Work will be substantially complete **180** calendar days (Base Bid) after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within **210** calendar days after the date when the Contract Time commences to run.
6. **Liquidated Damages**: Contractor accepts the provisions of the Agreement as to liquidated damages identified in the Okaloosa County Standard Clauses, in the event of failure to achieve substantial complete of the Work within the Substantial Completion time and achieve final completion of the work within the Final Completion time as specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid:
- a) Bid Schedule
 - b) Bid Affidavit
 - c) Bid Security as required by the Instructions to Contractors in the form of a certified or bank check made payable to The Board of County Commissioners of Okaloosa County or a Bid Bond on form attached, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
 - d) Required Contractor's Qualification Statement with supporting data.
 - e) Performance of Work by Subcontractors
 - f) Form of Non-collusion Affidavit
 - g) Certification of Non-Segregated Facilities
 - h) Public Entity Crimes
 - i) Certificate as to Corporate Principal
 - j) Certified Copy of Resolution of Board of Directors
 - k) Conflict of Interest Disclosure Form
 - l) Drug-Free Workplace Certification
 - m) Certification of Contractor Regarding Trench Safety

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

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

Whitesell-Green, Inc.

PO BOX 2849

Pensacola, FL 32505

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

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

SUBMITTED on December 7, 2022

State Contractor License No. CGC058236

If Contractor is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By Whitesell-Green, Inc. _____

Florida (Corporation Name)

(State of Incorporation)

By Robert A. Fabbro _____

President (Name of person authorized to sign)

(Title)

(Corporate Seal)



Attest Jill V. Whitesell _____

Jill Whitesell
(Secretary)

Business address: PO Box 2849, Pensacola FL 32513 _____

Phone No.: 850-434-5311 _____

Date of Qualification to do business is 12/3/1970 _____

BID SCHEDULE - UNIT PRICES

CONTRACTOR: _____ **DATE:** _____

AIRPORT NAME: DESTIN-FORT WALTON BEACH AIRPORT
PROJECT DESCRIPTION: CONSTRUCT SHADE CANOPIES

BID SCHEDULE

Quote Item No.	Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
Schedule A	BASE BID	<u>Covered Sidewalk (at Secondary Curb)</u> _____ dollars and _____ cents	LS	1	\$2,359,756.84	\$2,359,756.84
		<u>Owners Allowance - Signage</u> <u>One Hundred Fifty Thousand dollars</u> and <u>zero</u> _____ cents	AL	1	\$150,000.00	\$150,000.00
Schedule B	BID ALTERNATE - 1	<u>Covered Walkways (from Primary to Secondary Curb)</u> _____ dollars and _____ cents	LS	1	\$1,445,778.62	\$1,445,778.62
Schedule C	BID ALTERNATE - 2	<u>Covered Crossings (at Primary Curb)</u> _____ dollars and _____ cents	LS	1	\$504,748.43	\$504,748.43
Schedule D	BID ALTERNATE - 3	<u>Rehabilitate Existing Canopies</u> _____ dollars and _____ cents	LS	1	\$909,183.77	\$909,183.77

Schedule E		<u>Replace isolated concrete slabs and associated work</u> dollars and _____ cents	SF	6,600	\$17.36	\$114,576.00
Schedule F		<u>Concrete Repair: Slab Replacement, Full Depth Corner Repairs, and Spall Repairs</u> _____ dollars and _____ cents	SF	100	\$23.15	\$2,315.00
Schedule G		<u>Concrete Crack Routing and Sealing</u> _____ dollars and _____ cents	LF	500	\$2.32	\$1,160.00
Schedule H		<u>Grinding of Concrete Joints</u> _____ dollars and _____ cents	LF	500	\$11.58	\$5,790.00
Schedule I		<u>Pressure Wash Concrete Walkways</u> _____ dollars and _____ cents	SF	1,000	.64	\$640.00
Schedule J		<u>Tree Removal – (includes removal and replacement of damaged palm tree)</u> _____ dollars and _____ cents	EA	25	\$851.92	\$21,298.00
Schedule K		<u>Tree Stump Grinding</u> _____ dollars and _____ cents	EA	16	\$121.54	\$1,944.64

Owner may select one or all the bid schedules identified above based on funding availability. The award will be to the Contractor with the lowest bid for any combination of the above schedules the Owner chooses to complete.

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

TOTAL BASE BID (amount in words):

Two million, three hundred fifty-nine seven hundred ^{Dollars and} eighty four ^{cents}


(\$ 2,359,756.84)
(amount in numbers)

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

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

Dated and signed at Pensacola, Florida, this 7th day of December, 2022.

Whitesell-Green, Inc.
(Name of Bidder)


Robert A. Fabbro (Authorized Signature)

President
(Title)

PO Box 2849
(Mailing Address)

Pensacola FL 32513
(City, State, Zip)

59-1307427
(Federal ID No. or SS No.)


BID AFFIDAVIT

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

STATE OF Florida

COUNTY OF Escambia

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


Robert A. Fabbro [signature]

December 7, 2022
[date]

STATE OF Florida

COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME,

the undersigned authority,

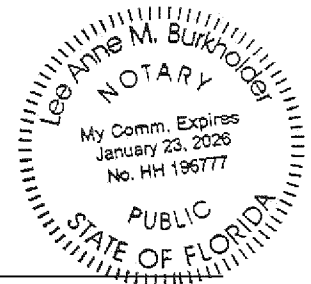
[name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above on this 7th day of December, 2022.

Subscribed and sworn to before me this 7th day of December, 2022.

My Commission Expires:
January 23, 2026


Lee Anne Burkholder
Notary Public



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BID BOND

CONTRACTOR (Name and Address):

Whitesell-Green, Inc.
3881 N. Palafox Street
Pensacola, FL 32505

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

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

OWNER (Name and Address):

Okaloosa County
1250 North Eglin Parkway
Shalimar, FL 32579

BID:

BID DUE DATE: _____
PROJECT (Brief Description Including Location): Construct Shade Canopies
Destin-Fort Walton Beach Airport, Okaloosa, FL

BOND:

BOND NUMBER: N/A
DATE: (Not later than Bid Due Date): _____
PENAL SUM: Five Percent of the Amount Bid (5% of Bid)

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

CONTRACTOR

Whitesell-Green, Inc. (Seal)
Contractor's Name and Corporate Seal

By: Robert A. Fabbro
Signature and Title President

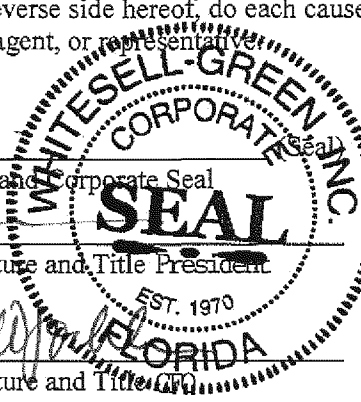
Attest: Elizabeth W. Locklear
Signature and Title CPA

SURETY

Federal Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Robert Corley McLenahan
Signature and Title

(Attach Power of Attorney)
Attest: Paula S. Nelloms
Signature and Title
Paula S. Nelloms, Witness



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

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

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

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robert Corley McLendon, Michael David Raidt and Edward E. Wonders of Pensacola, Florida

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of January, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 22nd day of January, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

7th day of December, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

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

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

52 years

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

Okaloosa County Water and Sewer Field Offices
Ft. Walton Beach, Florida
POC: Cory Lewis, P.E.
1804 Lewis Turner Blvd, Ste. 300
Ft. Walton Beach, FL 32547
850-609-6121
Substantial completion: Oct, 2022
Original Contract: \$3,369,338.00
Final Contract: \$3,480,571.54

Security Inspection Facility
VPS Airport, Florida
POC: Chad Rogers
1701 State Rd 85N
Eglin AFB, FL 32542
850-651-7160, Option O, ext 1055
Substantial completion: Oct 2022
Original Contract: \$538,000.00
Final Contract: \$717,013.54

Concourse C
VPS Airport, Florida
POC: Chad Rogers
1701 State Rd 85N
Eglin AFB, FL 32542
850-651-7160, Option O, ext 1055
Substantial completion: Oct 2022
Original Contract: \$11,643,217.00
Final Contract: \$12,683,021.37

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

- Baggage Expansion / Northwest Florida Beaches International Airport, Panama City Beach, FL / \$8,050,292.34 / 0%
Terminal Parking Expansion / Northwest Florida Beaches International Airport, Panama City Beach, FL / \$3,550,339.34 / 0%
Continuing Construction Mgmt for Walton County School District, Walton County, FL / \$ / 0%
Tallahassee International Passenger Processing Facility / Tallahassee Airport / \$23,846,205.00 /27%
Baggage Handling System and West Terminal Expansion / Ft Walton Beach, Destin Airport / \$16,191,405.72 / 99%
B101 Office Renovations / NAS Jacksonville, FL / \$19,656,918.00 / 91%

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

NO

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

Yes - structural steel, canopy and concrete

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

We rent equipment from a professional equipment rental company to ensure equipment is in proper working order.

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

We anticipate the use of a telehandler, a compact trackloader and a mini excavator.

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

No. Our previous projects have been constructed under the direction of an Owner's representative who contracts with A/E directly.

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

Surety - Bob McClendon, Fisher-Brown Bottrell, 19 W Garden St #300, Pensacola, FL 32502, 850-432-7474

Bank - Rex Mckenny, Servisfirst Bank, 219 E Garden St #100, Pensacola, FL 32502, 850-266-9100

Supplier - Bell Steel Company, PO BOX 12109, Pensacola, FL 32591-2109, 850-432-1545

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

Whitesell-Green will submit upon request.

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

Correct Name of Contractor Whitesell-Green, Inc.

(a) The business is a General Contractor

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

3881 N Palafox Street, Pensacola, FL 32505

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

Robert A. Fabbro, President

William K. Whitesell, III, Vice-President

Elizabeth Locklear, Chief Financial Officer

Jill V. Whitesell, Corporate Secretary

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PERFORMANCE OF WORK BY SUBCONTRACTORS

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

	<u>Items of Work (Describe)</u>	Subcontractors
1	Shade structures and roof replacement	VPS/USA Shade
2	Painting	Thomas Industrial Coatings
3	Landscaping and trees	East Bay Landscape
4	Traffic	L30 Traffic Control
5	Concrete place and demo	Daher Contracting
6	Electrical	Ethos Electrical
7	Concrete grinding	ABC Concrete Cutting
8		
9		
10		
11		
12		
13		
14	ALL SUBS are TBD	
15		

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

(\$ TBD)

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FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Florida


COUNTY OF Escambia

Robert A. Fabbro Being

first duly sworn, deposes and says that he is

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

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


_____(Contractor)
Robert A. Fabbro, President - Whitesell-Green, Inc.

Sworn to and subscribed before me this 7th day of
December, 2022.

Notary Public in and for
Escambia County,
Florida.

My Commission Expires:
January 23, 2026.

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CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

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

Whitesell-Green, Inc.

(Name of Contractor)

By: 
Robert A. FabbroTitle: PresidentDated: December 7, 2022

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

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

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

by Robert A. Fabbro, President
[print individuals name and title]

for Whitesell-Green, Inc.
[print name of entity submitting sworn statement]

whose business is a general contractor and (if applicable) its Federal
Employer Identification Number (FEIN) is 59-1307427 (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Section 287.133 (1) (g), Florida Statutes, means
a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or of the United States, including, but not limited to, any bid or contract for goods or services to
be provided to any public entity or an agency or political subdivision of any other state or of the
United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or
material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes,
means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of
guilt, in any federal or state trial court of record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty
or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133 (1) (a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes
those officers, directors, executives, partners, shareholders, employees, members and agents
who are active in the management of an affiliate. The ownership by one person of shares
constituting a controlling interest in another person, or a pooling of equipment or income
among persons when not for fair market value under an arm's length agreement, shall be a
prima facie case that one person controls another person. A person who knowingly enters
into a joint venture with a person who has been convicted of a public entity crime in Florida
during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1) (e) Florida Statutes, means any natural
person or entity organized under the laws of any state or of the United States with the legal power to

enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[Signature]
Robert A. Fabbro [signature]

December 7, 2022
[date]

STATE OF Florida COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[name of individual signing]

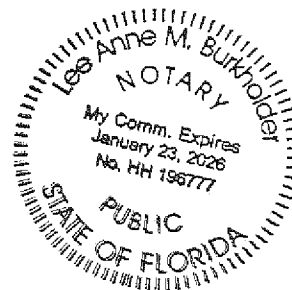
who, after first being sworn by me, affixed his/her signature in the space provided above on this 7th day of December, 2022.

Subscribed and sworn to before me this 7th day of December, 2022.

My Commission Expires:

January 23, 2026

[Signature]
Lee Anne M. Burkholder
Notary Public



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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jill V. Whitesell, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Robert A. Fabbro who signed the bond on behalf of the Principal, was then President of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Jill Whitesell
Secretary (Corporate Seal)



STATE OF FLORIDA
COUNTY OF

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

Subscribed and sworn to before me this 7th day of December 22, 20, A.D.

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

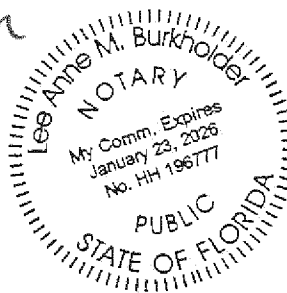
Lee Anne M. Burkholder

Lee Anne M. Burkholder

Notary Public
State of Florida-at-Large

My commission Expires:

January 23, 2026



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**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

Whitesell-Green, Inc.

(NAME OF CORPORATION)

"RESOLVED that, Robert A. Fabbro President
(Title) (Person Authorized to Sign) (Title)

of Whitesell-Green, Inc.
(Name of Corporation)

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

**CONSTRUCT SHADE CANOPIES
AT
DESTIN-FORT WALTON BEACH AIRPORT**

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

The foregoing is a true and correct copy of the resolution adopted by
Whitesell-Green, Inc.

(NAME OF CORPORATION)

at a meeting of its Board of Directors held on the 7th day of December, 2022

By Jill V. Whitesell
Title Corporate Secretary



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

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CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES NO NO

NAME(S) POSITION(S)

FIRM NAME: Whitesell-Green, Inc.

BY (PRINTED): Robert A. Fabbro

BY (SIGNATURE): 

TITLE: President

ADDRESS: PO Box 2849

Pensacola, FL 32513

PHONE NO.: 850-434-5311

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: December 7, 2022

COMPANY: Whitesell-Green, Inc.

SIGNATURE: 

ADDRESS: PO Box 2849
Pensacola, FL 32513

NAME: Robert A. Fabbro
(Typed or Printed)

TITLE: President

PHONE #: 850-434-5311

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CERTIFICATION OF CONTRACTOR REGARDING TRENCH SAFETY

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

NAME AND ADDRESS OF CONTRACTOR (Include Zip Code)

WHITESELL - GREEN, INC.
 P.O. BOX 2849 | 3881 N. PALAFOX ST.
 PENSACOLA, FL 32513 | PENSACOLA, FL 32505

1. Contractor agrees that he is aware of the Trench Safety Act and the requirements of the Act.

Yes No

2. Contractors agrees to comply with all applicable trench safety standards as set forth in the Act and as referenced in the Act.

Yes No

NAME AND TITLE OF SIGNER (Please Print or Type)

Robert A. Fabbro

SIGNATURE




DATE December 7, 2022

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INDEMNIFICATION AND HOLD HARMLESS

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

Whitesell-Green, Inc.
Contractor's Company Name


Authorized Signature – Manual

3881 N Palafox Street, Pensacola, FL 32505
Physical Address

Robert A. Fabbro
Authorized Signature – Typed

PO Box 2849, Pensacola FL 32513
Mailing Address

President
Title

850-434-5311
Phone Number

850-434-5315
FAX Number

850-418-1530
Cellular Number

850-418-1530
After-Hours Number(s)

December 7, 2022
Date

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INSURANCE COMPLIANCE

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

CONTRACTOR

I certify that the insurance requirements have been reviewed.

Company Name Whitesell-Green, Inc.

Address PO Box 2849, Pensacola FL 32513

Representative

Name Robert A. Fabbro 

Title President

Phone Number 850-434-5311


INSURANCE COMPANY

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

Company Name PGIS, LLC dba Turner Insurance & Bonding, Co

Address 2601 Bell Rd, Montgomery AL 36117

Representative

Name Abby Foster 

Title Captive account manager

Phone Number (334) 386-3609

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AFFIDAVIT - WORKER'S COMPENSATION

State of Florida

County of Escambia

SS: FEIN: 59-1307427

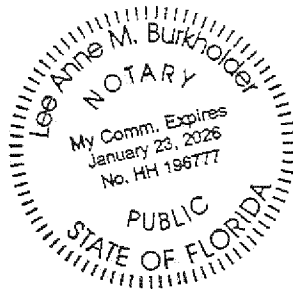
of Robert A. Fabbro, President - Whitesell-Green, Inc.

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

Signed: *Lee Anne M. Burkholder*
Lee Anne M. Burkholder

Subscribed and sworn to before me this 7th day of December, 2022

Notary Public



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RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION:

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

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No

Specify: _____

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

Name of Contractor: Whitesell-Green, Inc.

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DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

7. **DBE PARTICIPATION GOAL** – A 7.98% goal is established for this project. DBE participation is required for submittal of bids for this project. All DBE use on this project should be reported to the Airport during construction.
8. **AVAILABLE DBE'S** – The FDOT maintains an online searchable database of DBE firms at <https://www3.dot.state.fl.us/equalopportunityoffice/biznet>. This program contains listing of DBE's (certified and noncertified). Bidders are encouraged to inspect this list to assist in locating DBEs for the work. Other DBEs may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

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

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

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

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

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

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

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

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

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

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

DBE CERTIFICATE OF COMPLIANCE FORM

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

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

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



Contractor's Signature Robert A. Fabbro

December 7, 2022

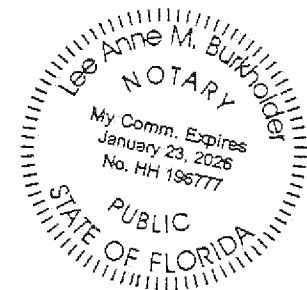
Date

President

Title



Notary Public Lee Anne M. Burkholder




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E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: December 7, 2022

SIGNATURE: 

COMPANY: Whitesell-Green, Inc.

NAME: Robert A. Fabbro
(Typed or Printed)

ADDRESS: PO Box 2849
Pensacola, FL 32513

TITLE: President

EMAIL: rfabbro@whitesell-green.com

PHONE NO.: 850-434-5311

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CONE OF SILENCE


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

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

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

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

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

I  (Robert A. Fabbro) (Signature) representing Whitesell-Green, Inc.
 (Company Name) on this 7th day of December, 2022 hereby
 agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall
 result in disqualification of my proposal/submittal.

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BUY AMERICAN CERTIFICATE

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

PRODUCT

COUNTRY OF ORIGIN

Whitesell-Green, Inc.

(Name of Bidder)

By: 
Robert A. Fabbro

Title: President

Dated: December 7, 2022

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

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

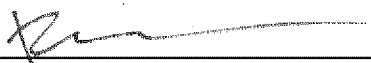
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making the lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The Contractor, Whitesell-Green, 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.

 Signature of Contractor's Authorized Official

Robert A. Fabbro, President Name and Title of Contractor's Authorized Official

December 7, 2022 Date

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

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

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

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

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

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

Whitesell-Green, Inc.

Name of Bidder

By: 
Signature Robert A. Fabbro

Title: President
Title

Date: December 7, 2022

*Must be the same signature on Bid Proposal

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COMPANY DATA

Respondent's Company Name: Whitesell-Green, Inc.

Physical Address & Phone #: 3881 N Palafox Street
Pensacola, FL 32505
850 434 5311

Contact Person (Typed-Printed): Robert A. Fabbro

Phone #: 850-434-5311

Cell #: 850-418-1530

Federal ID or SS #: 59-1307427

DUNNS #: 053002721

Respondent's License #: CGC058236

Fax #: 850-434-5315

Emergency #'s After Hours,
Weekends & Holidays: 850-418-1530

Email Address: rfabbro@whitesell-green.com

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SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Offerors SAM information:

Entity Name: Whitesell-Green, Inc.

Entity Address: PO Box 2849, Pensacola FL 32513

Duns Number: 053002721

CAGE Code: OCGZ1

ADDENDUM ACKNOWLEDGEMENT

ITB AP 03-23

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

<u>ADDENDUM NO.</u>	<u>DATE</u>
1	11/23/2022
2	11/30/2022
3	11/30/2022

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



ADDENDUM 1

November 22, 2022

ITB AP 03-23

Construct Shade Canopies at Destin-Fort Walton Beach Airport

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order.

The following is to clarify and provide additional information requested and questions submitted to date.

- 1) Bid Opening has been extended to December 7, 2022 (3:00 p.m. CST)
- 2) Revised Bid Schedule Form - Attached
- 3) Pre-Bid Conference Meeting Notes & Sign-In Sheet - Attached
- 4) Pre-Bid Conference Slides - Attached
- 5) List of Perspective Vendors/Bidders – Attached

BID SCHEDULE - UNIT PRICES

CONTRACTOR: _____ **DATE:** _____

AIRPORT NAME: DESTIN-FORT WALTON BEACH AIRPORT
PROJECT DESCRIPTION: CONSTRUCT SHADE CANOPIES

BID SCHEDULE

Quote Item No.	Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
Schedule A	BASE BID	<u>Covered Sidewalk (at Secondary Curb)</u> _____ dollars and _____ cents	LS	1		
		<u>Owners Allowance - Signage</u> One Hundred Fifty Thousand dollars and zero _____ cents	AL	1	\$150,000.00	
Schedule B	BID ALTERNATE - 1	<u>Covered Walkways (from Primary to Secondary Curb)</u> _____ dollars and _____ cents	LS	1		
Schedule C	BID ALTERNATE - 2	<u>Covered Crossings (at Primary Curb)</u> _____ dollars and _____ cents	LS	1		
Schedule D	BID ALTERNATE - 3	<u>Rehabilitate Existing Canopies</u> _____ dollars and _____ cents	LS	1		

Schedule E		<u>Replace isolated concrete slabs and associated work</u> _____ dollars and _____ cents	SF			
Schedule F		<u>Concrete Repair: Slab Replacement, Full Depth Corner Repairs and Spall Repairs</u> _____ dollars and _____ cents	SF			
Schedule G		<u>Concrete Crack Routing and Sealing</u> _____ dollars and _____ cents	LF			
Schedule H		<u>Grinding of Concrete Joints</u> _____ dollars and _____ cents	LF			
Schedule I		<u>Pressure Wash Concrete Walkways</u> _____ dollars and _____ cents	SF			
Schedule J		<u>Tree Removal</u> _____ dollars and _____ cents	EA			
Schedule K		<u>Tree Stump Grinding</u> _____ dollars and _____ cents	EA			

Owner may select one or all the bid schedules identified above based on funding availability. The award will be to the Contractor with the lowest bid for any combination of the above schedules the Owner chooses to complete.

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

TOTAL BASE BID (amount in words):

_____ Dollars and
_____ cents

(\$ _____)
(amount in numbers)

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

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

Dated and signed at _____, this _____ day of _____, 2022.

(Name of Bidder)

(Authorized Signature)

(Title)

(Mailing Address)

(City, State, Zip)

(Federal ID No. or SS No.)

Pre-Bid Conference
ITB AP 03-23
Construct Shade Canopies
Destin-Fort Walton Beach Airport
10:00 a.m. CDT, Monday November 7, 2022
Conference Room No. 1

Meeting Notes:

Introduction of Participants / Purpose

Chad Rogers – Deputy Director Plans and Programs

List of attendees

Mike Cummings- American Infrastructure Development

Mike Stenson- Airport Director

Steven Saxer - Airport Development Specialist

Allyson Oury- Airport CFO

Jamie Milton- Airport Maintenance Projects

Anthony Peterson- Airports Operations Supervisor

Brett Ivey - VPS division USA Shade and Fabric

David Schneider - Project Manager/Construction onsite- USA Shade and Fabric

Jesica Darr - Airport Purchasing Coordinator

John Holman - USA Shade and Fabric- Proposal Manager and Estimating

Almida Martinez-Rosell - American Infrastructure Development - Office Manager/Grant

Clint Riley - Magnum Builders of Sarasota, Inc. - Project Manager

Devon Livingston - American Infrastructure Development - Admin support

Jay Rivera - USA Shades - VP of Sales

Project Introduction

Site work, Landscaping, Covered Walkway Structures, and Rehab

Last day for questions

Tuesday, November 15, 2022 (3:00 pm CST)

Scope of Work

Project Overview

Covered sidewalks at the secondary curb: Construction of the tensile fabric shade canopy system along the secondary curb will consist of a pre-engineered structural steel truss/frame supported by steel columns on shallow concrete piers to support a coated tensile fabric shade canopy system. The canopy length is approximately 435 feet long. Approximately 300 feet of the sidewalk will be replaced with new concrete slabs. The existing sidewalks will be replaced or repaired. Gutters and downspouts will also be included along with new lighting and landscaping.

Base Bid Scope & Alternates

- Green Section- Base Bid (Schedule A)
- Yellow Section- Bid Alternate 1 (Schedule B)
- Violet Section- Bid Alternate 2 (Schedule C)
- Purple Section- Bid Alternate 3 (Schedule D)
- Light Blue Section- Existing sidewalks to remain however the blue section next to the helicopter has a lot of tripping hazards and we're looking to replace a big portion of that section.
- There are other line items for pressure washing and miscellaneous materials that in this new bid schedule that will come out all of those unit measures will be included and provide an allowance.

Bid Schedule

- a. Addendum to follow

Photos of Existing Conditions

Terminal Pickup-Dropoff Area – (Base Bid)

- a. Canopy Footer Installation will require Roadway MOT – (Existing Utilities – Fibers that run east-west across the entire site).

North Pickup-Dropoff Area – (Base Bid)

- a. Base bid talks about replacing the existing sidewalk, now we are looking to replace about 300ft with the rest being pressure washing the concrete.

Existing West Walkway Facing Terminal – (Bid Alt- 1) and (Bid Alt-2)

- a. Protection of existing items
- b. Oak tree removal
- c. Highlight palm trees that will stay

Existing West Walkway Facing North – (Base Bid) and (Bid Alt-1)

- a. Monument needs to be protected
- b. Block wall will stay
- c. Slide shows the inground lighting that going to be demolished
- d. New landscaping and irrigation

Aircraft Protection

- a. Complete aircraft monument including informational kiosk and pad shall be protected throughout construction.

Helicopter Protection

- a. Complete aircraft monument including informational kiosk and pad shall be protected throughout construction. This area has some sidewalks that are in pretty bad shape which will need coordination around these existing items.

Existing Hardscape Protection

- a. Existing wall hardscape shall be protected throughout construction.

Flag Relocation

- a. Relocation of the existing flagpole, lighting, associated power connections, and all work required to remove existing flagpole.

Existing Palms

- a. Palm Trees shall be protected and maintained throughout construction.

Existing Canopy Restoration- Shade Canopy Rehab. - Bid Alternate 3 (schedule D)

Construction Phasing:

Red Section - Phase 1 (75 days)

Purple Section - Phase 2 (45 days) -Includes the relocation of the flagpole into the final location.

Administration and Legal Requirements

Project Bid and Construction Schedule

Liquidated damages

DBE Goals

- 7.98%

Funding sources

- *FDOT GIZ31*

Insurance Limits

- *IM*

Bid Doc Clarifications/Changes

- Any questions to be included in the addendum.

Purchasing and Vendor Registry

- Questions directed to Purchasing Department and addendums will be published thru Vendor Registry.

Instruction to Bidders

Addenda / Bid Opening

- Pre-Bid slides will be included in the addendum.

Last day for posted addenda

- November 23, 2022 (3:00 pm CST)

Bids Due/Opening

- November 30, 2022 (3:00 pm CST)

Questions / Discussion Presented

- 1) *Basis of the award is it going to be as base bid or base bid plus add-on?*

Answer: The way the bid documents are structured it can be any combination there off. So, we can have the base bid and any combination there off.

- 2) *Do you have an engineer's estimate?*

Answer: We've gone thru a couple of iterations of it, we typically don't share it, we know there is a lot happening with inflation and other things right now so were hesitant to provide anything, it's helped us on our budgeting end, but we have other funding streams available, as we mentioned earlier about 2M is going to be the low end. We need to see what the project looks like and can award.

3) *Jesica Darr:*

We are fully digital so you would want to go to vendorsregistry.com to submit your bid. Don't piece mail it, include it in one PDF attachment if possible. The bid opening is at Old Vessel Road in Crestview, and we don't have a zoom meeting, but it is open to the public. Any questions would have to go thru vendorsregistry.com.

Adjourn

Site Visit

PRE-BID CONFERENCE SIGN-IN SHEET

November 7, 2022 at 10:00 a.m. Central
ITB AP 03-23

Construct Shade Canopies
Destin-Fort Walton Beach Airport

NAME	REPRESENTING	TELEPHONE	E-MAIL ADDRESS
Chad Rogers	Okaloosa County Airports	850-651-7160	rrogers@myokaloosa.com
Allyson Oury	Okaloosa County Airports	850-651-7160	aoury@myokaloosa.com
Mike Stenson	Okaloosa County Airports	850-651-7160	mstenson@myokaloosa.com
Jamie Milton	Okaloosa County Airports	850-651-7160	pmilton@myokaloosa.com
Anthony Peterson	Okaloosa County Airports	850-651-7160	apeterson@myokaloosa.com
Stephen Saxer	Okaloosa County Airports	850-651-7160	ssaxer@myokaloosa.com
Michael Cummings	AID	813-374-2200	mcummings@aidinc.us
Almida Martinez-Rosell	AID	813-374-2200	amartinez@aidinc.us
Devon Livingston	AID	813-374-2200	dlivingston@aidinc.us

PRE-BID CONFERENCE SIGN-IN SHEET

November 7, 2022 at 10:00 a.m. Central
ITB AP 03-23

Construct Shade Canopies
Destin-Fort Walton Beach Airport

NAME	REPRESENTING	TELEPHONE	E-MAIL ADDRESS
Brett Ivey	VPS (USA Shade and Fabric Structures, Inc.)	442-287-9083	Brett.ivey@vpslp.com
Clint Riley	Magnum Builders of Sarasota, Inc.	904-204-8942	Criley@magnumbuilders.com
David Schneider	USA Shade	214-601-1518	David.schneider@usa-shade.com
John Holman	USA Shade	469-638-7972	John.holman@usa-shade.com

PRE-BID CONFERENCE SIGN-IN SHEET

November 7, 2022 at 10:00 a.m. Central
ITB AP 03-23

Construct Shade Canopies
Destin-Fort Walton Beach Airport

NAME	REPRESENTING	TELEPHONE	E-MAIL ADDRESS



ITB AP 03-23

Construct Shade Canopies

at the Destin-Fort Walton Beach Airport (VPS)



Meeting Agenda

- Introduction of Participants
- Scope of Work
- Construction Phasing
- Administration & Legal Requirements
- Discussion / Questions



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AIRPORT

Introduction



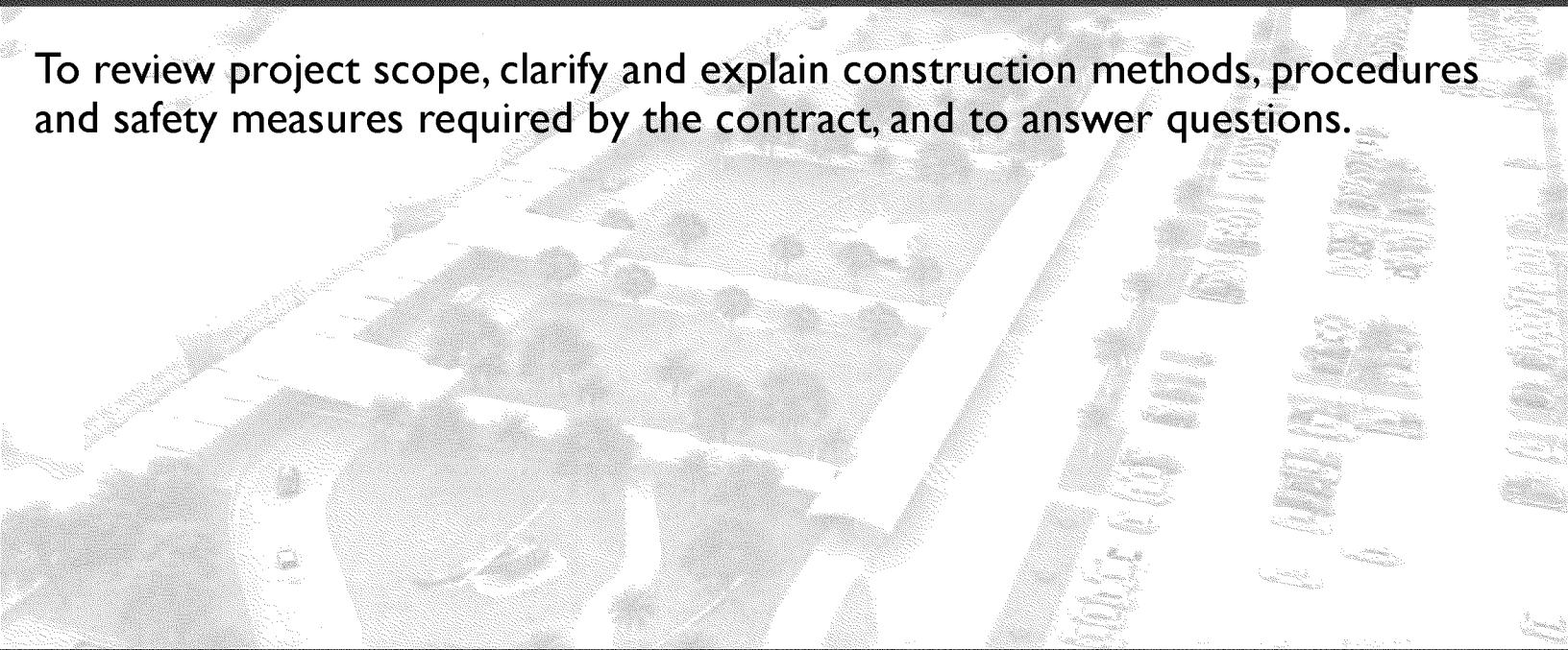
ITB AP 03-23
Awarded Contractor



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FORT WALTON BEACH
AIRPORT

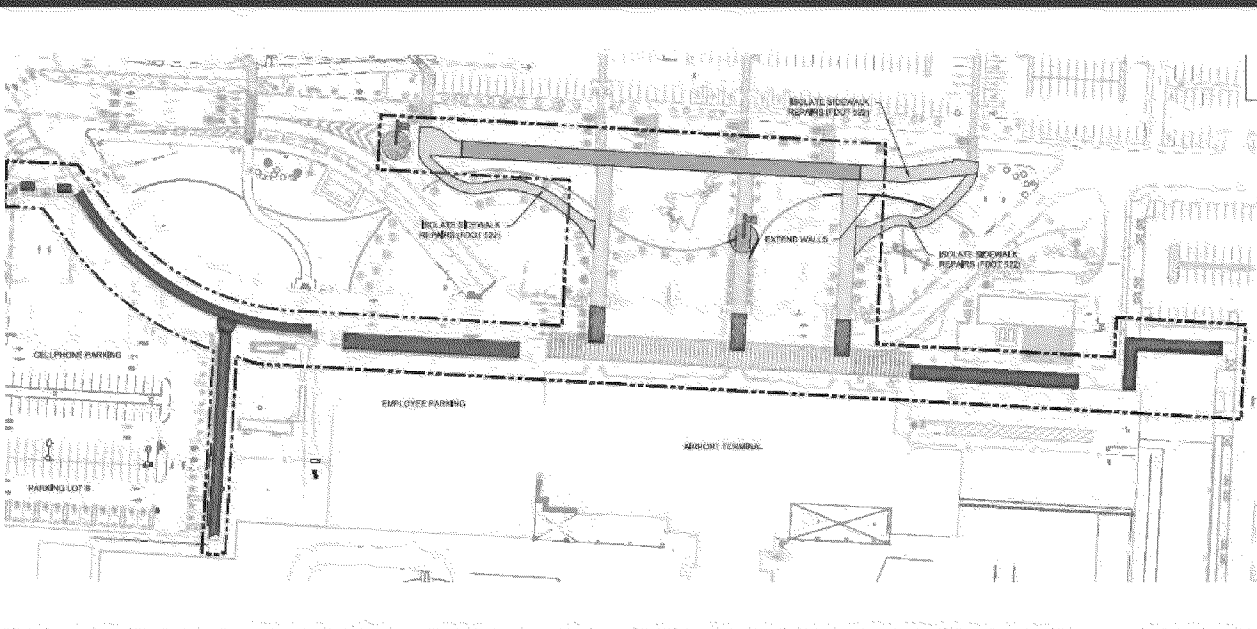
We are here today:

To review project scope, clarify and explain construction methods, procedures and safety measures required by the contract, and to answer questions.



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AIRPORT

Base Bid Scope & Alternates



LEGEND

PROJECT AREA LIMITS

EXISTING FENCELINE

BASE BID (SCHEDULE A) - REPLACE CONCRETE SIDEWALK
BASE BID (SCHEDULE B) - REPLACE CONCRETE SIDEWALK
BASE BID (SCHEDULE C) - PAVEMENT ROAD
BASE BID (SCHEDULE D) - REHABILITATE EXISTING SIDEWALKS TO REMAIN

RELOCATE FLAG POLE

FINAL LOCATION OF FLAGPOLE

- SCHEDULE A BASE BID INCLUDES APPROXIMATELY 125 FEET OF NEW PERPENDICULAR CANOPY STRUCTURE ON THE SECONDARY CURB AND THE ASSOCIATED LIGHTING, LANDSCAPING, UTILITY, DOWNSCALES, SLASH PLATES, AND MINOR REPAIRS AND SOUND RESTORATION. IT INCLUDES APPROXIMATELY 300 FEET OF CONCRETE SIDEWALK REPLACEMENT. ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
- SCHEDULE B (BASE BID) INCLUDES APPROXIMATELY 100 FEET OF NEW CURVED CANOPIES ON THREE WALKWAYS. THIS INCLUDES THE REMOVAL AND RELOCATION OF THE FLAGPOLE AND THE ASSOCIATED DEMOLITION OF THE EXISTING FOUNDATION (7 FEET BY 4 FEET) AND THE NEW FOUNDATION AND LIGHTING AT THE NEW FLAGPOLE LOCATION. IT INCLUDES APPROXIMATELY 100 FEET OF CONCRETE SIDEWALK REPLACEMENT. ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
- SCHEDULE C (BASE BID) INCLUDES APPROXIMATELY 100 FEET OF NEW CURVED CANOPIES ON THREE WALKWAYS. THIS INCLUDES THE REMOVAL AND RELOCATION OF THE FLAGPOLE AND THE ASSOCIATED DEMOLITION OF THE EXISTING FOUNDATION (7 FEET BY 4 FEET) AND THE NEW FOUNDATION AND LIGHTING AT THE NEW FLAGPOLE LOCATION. IT INCLUDES APPROXIMATELY 100 FEET OF CONCRETE SIDEWALK REPLACEMENT. ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
- SCHEDULE D (BASE BID) INCLUDES REHABILITATION OF EXISTING CANOPIES INCLUDING THE REAPPLICATION OF THE ROOF PANELS, CLEANING EXISTING STRUCTURES, REPLACING EXISTING RUSTED FASTENERS, PAINTING THE STRUCTURE AND INSTALLING NEW ROOF PANELS (2.5 MM MULTIWALL POLYURETHANE INSULATED PANEL ON APPROVED EQUAL). ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
- SCHEDULE E INCLUDES ISOLATED CONCRETE GLASS PANELS AND ASSOCIATED WORK INCLUDING DEMOLITION, DISPOSAL, SUBGRADE COMPACTON, CONCRETE PLACEMENT, AND SETTING.
- SCHEDULE F INCLUDES REPLACEMENTS: FILL DITCH, CONCRETE CURBING REPAIRS AND ASSOCIATED WORK.
- SCHEDULE G INCLUDES GRADE ROUTING/SEALING.
- SCHEDULE H INCLUDES REPAIRS OF CONCRETE AT JOINTS TO PREVENT TRIP HAZARDS.
- SCHEDULE I INCLUDES PRESSURE WASHING CONCRETE SIDEWALKS TO REMAIN.
- ALL BIDS FOR DEMOLITION AND REDEMPTION OF THE SITE AND MINOR REPAIRS NECESSARY FOR DRAINAGE IS INCIDENTAL TO THE TERMS OF WORK. NO SEPARATE PAYMENT WILL BE MADE FOR THIS.
- CONTRACTOR SHALL REVIEW EXISTING CONDITIONS DURING BID PROCESS TO INCLUDE PRICING FOR ALL ABOVE SCHEDULES.



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Photos of Existing Conditions

Terminal Pickup-Dropoff Area

Base Bid:

- Install New Canopy (Overnight Operation)
- Canopy Footer Installation will Require Roadway MOT by the Contractor
- At least two drive lanes shall remain open throughout construction.
- Fire truck and emergency vehicle curbside access is required throughout construction.



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Photos of Existing Conditions

North Pickup-Dropoff Area

Base Bid:

- Install New Canopy
- Replace Existing Sidewalk and Curb Complete



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Photos of Existing Conditions

Existing West Walkway Facing Terminal

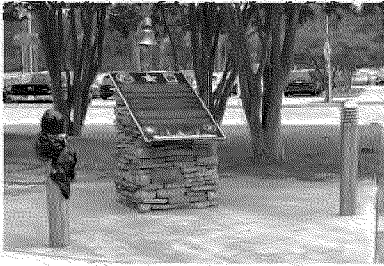
- Bid Alt-1: New Canopy and Walkway Replacement
- Bid Alt-2: Cantilever Canopy at Curbside (Night Work)



Photos of Existing Conditions

Existing West Walkway Facing North

- Base Bid: Includes New East West Canopy at North Dropoff Area and Walkway Replacement
- Bid Alt-1: Includes North-South Canopy and Walkway Replacement
- Monumental Sign and Bollards Shall Be Protected



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Photos of Existing Conditions

Aircraft Protection

- Complete aircraft monument including informational kiosk and pad shall be protected throughout construction.



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Photos of Existing Conditions

Helicopter Protection

- Helicopter monument shall be protected throughout construction including associated concrete pad and informational kiosk.



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Photos of Existing Conditions

Existing Hardscape Protection

- Existing wall hardscape shall be protected throughout construction. Photo shows typical condition of existing block walls.



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Photos of Existing Conditions

Flag Relocation

- Includes relocation of existing flagpole, lighting, associated power connections and all work required to remove existing flagpole (shown below) to new location (photo right).



Existing Palms

- Palm Trees shall be protected and maintained throughout construction.



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Photos of Existing Conditions

Existing Canopy Restoration

- Includes restoration of existing canopy support steel. (Removal of existing paint, priming and application of new UV resistant epoxy paint.
- Existing hardware shall be replaced complete.
- Existing canopy polycarbonate material shall be removed and replaced with new material meeting AHJ and Owner approvals.



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Bid Schedule

BID SCHEDULE - UNIT PRICES

CONTRACTOR: _____ DATE: _____

AIRPORT NAME: DESTIN-FORT WALTON BEACH AIRPORT
 PROJECT DESCRIPTION: CONSTRUCT SHADE CANOPIES

BASE BID SCHEDULE

Quote Item No.	Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./Item
1	SCHEDULE A	Secondary Court Canopies _____ dollars and _____ cents	LS	1		
2	SCHEDULE B	Walkway Canopies _____ dollars and _____ cents	LS	1		
3	SCHEDULE C	Front Road Crossing Canopies _____ dollars and _____ cents	LS	1		
4	SCHEDULE D	Rehabilitate Existing Canopies _____ dollars and _____ cents	LS	1		

5	SCHEDULE E	Replace Isolated Concrete Slabs _____ dollars and _____ cents	EA	1		
6	SCHEDULE F	Repair Joint Spall Repairs _____ dollars and _____ cents	SF	100		
7	SCHEDULE G	Seal Concrete Cracks _____ dollars and _____ cents	LF	500		
8	SCHEDULE H	Grind Concrete Joints _____ dollars and _____ cents	LF	500		
9	SCHEDULE I	Pressure Wash Concrete Slabs _____ dollars and _____ cents	SF	1,000		



DESTIN-FORT WALTON BEACH AIRPORT

Project Bid & Construction Schedule

- Intent to sign/approve contract and issue NTP immediately pending discussion of any extenuating procurement issues
- Target January / February 2023 start subject to procurement timelines
 - Possible to start sitework while structures in fabrication
- Contract time = substantial completion in 180 days regardless of bid combination of base and alternates



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Liquidated Damages

Daily Charge

Original Contract Amount

\$50,000 and under
Over \$50,000 but less than \$250,000
\$250,000 but less than \$500,000
\$500,000 but less than \$2,500,000
\$2,500,000 but less than \$5,000,000
\$5,000,000 but less than \$10,000,000
\$10,000,000 but less than \$15,000,000
\$15,000,000 but less than \$20,000,000
\$20,000,000 and over

Per Calendar Day

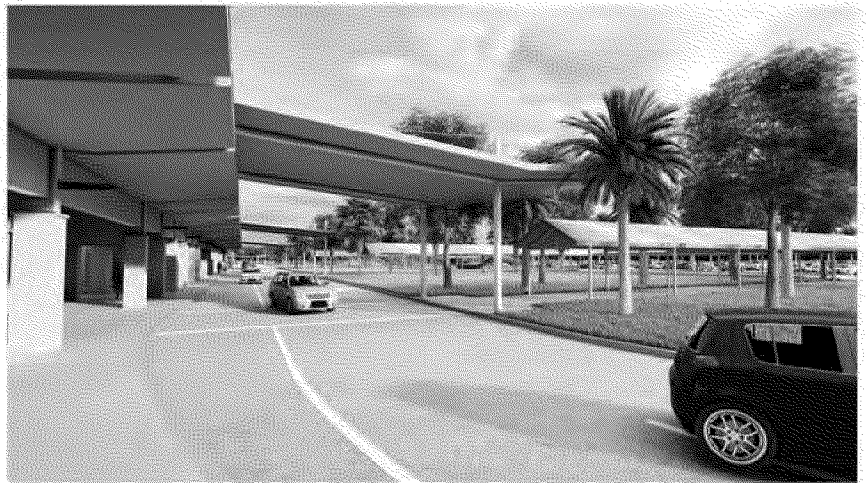
\$ 311
972
1584
1924
2694
3902
6102
7022
7022 plus 0.2% for
any amount over
\$20 million



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Administration and Legal Requirements

- DBE Goal (7.98%)
- Funding sources
 - FDOT GIZ3I
- Insurance Limits
- Bid Doc clarifications/changes
- Purchasing and Vendor Registry



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Instruction To Bidders

- You may fill-out and sign the electronic bid document forms electronically, or, by using blue ink to fill-out and sign.
- **Only electronic bid submissions through Vendor Registry will be accepted at**

**VendorRegistry.com (Sign up for Free) – Customer Service Team
at 1-844-802-9202**

- Be sure to check the Vendor Registry for published addenda



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Addenda / Bid Opening

- All questions about the meaning or intent of these Project Documents are to be directed to the Purchasing Office.
- Interpretations or clarifications considered necessary by Purchasing will be issued by Addenda on the Vendor Registry website.
- Only questions answered by formal written Addenda will be binding.
- Addenda may be issued to modify these Project Documents as deemed advisable by Owner or Architect/Engineer.

- Last Day for Questions
November 15, 2022 (3:00 pm CST)
- Last Day for posted Addenda
November 23, 2022 (3:00pm CST)
- Bids Due/Opening
November 30, 2022 (3:00pm CST)

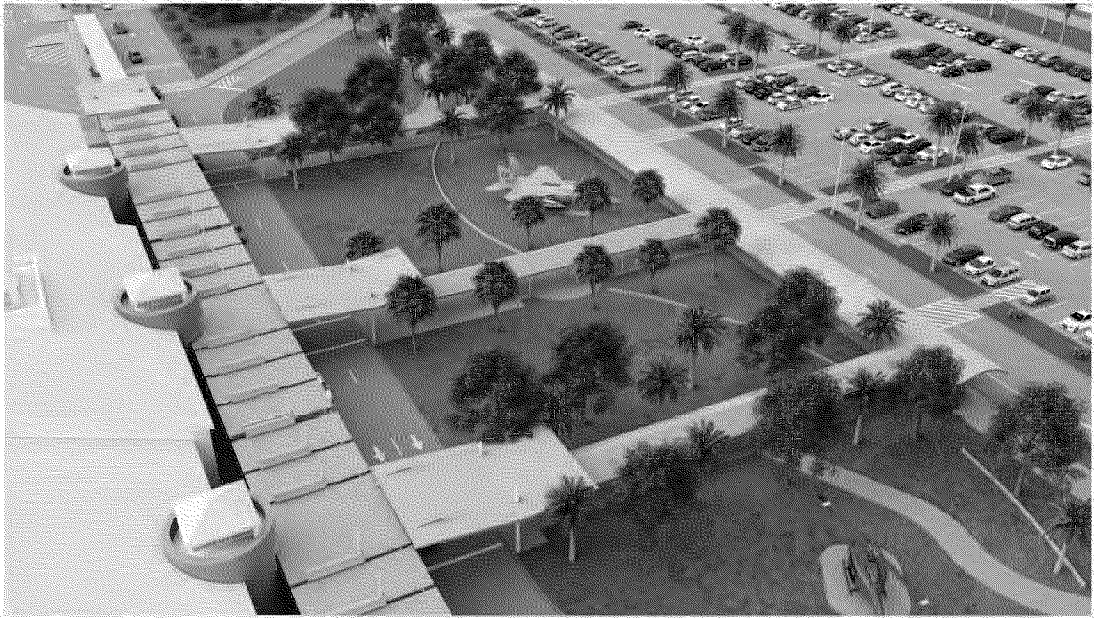
Send Questions to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
(850) 689-5960

Submit all questions through:
VendorRegistry.com



Questions



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EventDate	Actions	CompanyName	City	State
11/1/2022 14:14	Download	Bear General Contractors	Pensacola	FL
11/1/2022 19:34	Download	Link Systems LLC	Titusville	FL
11/2/2022 11:01	Download	Niceville Cash & Carry	Niceville	FL
11/4/2022 14:29	Download	VPS	DFW Airport	TX
11/8/2022 12:48	Download	RAZORBACK LLC	Tarpon Springs	FL
11/9/2022 10:33	Download	ECSC LLC	Panama City	FL
11/14/2022 10:55	Download	Whitesell-Green Inc.	PENSACOLA	FL
11/14/2022 11:02	Download	Whitesell-Green Inc.	PENSACOLA	FL
11/20/2022 18:43	Download	Morning Wood Fencing & Decks LLC	Fort Walton beach	FL
11/21/2022 13:11	Download	qtosolution	Leesburg	FL
11/21/2022 13:24	Download	Signature Structures	easton	PA
10/31/2022 12:31	Download	Jammin Playgrounds Inc.	Saint Cloud	FL
10/31/2022 12:43	Download	Gulf Coast Shades and Blinds LLC	Gulf Breeze	FL
10/31/2022 13:20	Download	Destin-Fort Walton Beach Airport VPS	Eglin AFB	FL
10/31/2022 14:23	Download	Deltek	al	AL
10/31/2022 23:12	Download	ConstructConnect	Cincinnati	OH
11/1/2022 5:20	Download	Dodge Data & Analytics	Hamilton Township	NJ
11/1/2022 8:10	Download	ConstructConnect	Cincinnati	OH
11/1/2022 8:26	Download	Whitesell-Green Inc.	PENSACOLA	FL
11/1/2022 12:00	Download	Signature Structures	easton	PA
10/31/2022 12:31	View	Jammin Playgrounds Inc.	Saint Cloud	FL
10/31/2022 12:32	View	Deltek	al	AL
10/31/2022 12:42	View	Gulf Coast Shades and Blinds LLC	Gulf Breeze	FL
10/31/2022 13:20	View	Destin-Fort Walton Beach Airport VPS	Eglin AFB	FL
10/31/2022 14:23	View	Deltek	al	AL
10/31/2022 23:00	View	ConstructConnect	Cincinnati	OH
11/1/2022 5:19	View	Dodge Data & Analytics	Hamilton Township	NJ
11/1/2022 8:09	View	ConstructConnect	Cincinnati	OH
11/1/2022 8:24	View	Whitesell-Green Inc.	PENSACOLA	FL
11/1/2022 9:02	View	ConstructConnect	Cincinnati	OH
11/1/2022 10:19	View	Jammin Playgrounds Inc.	Saint Cloud	FL
11/1/2022 12:00	View	Signature Structures	easton	PA
11/1/2022 12:05	View	ConstructConnect	Cincinnati	OH
11/1/2022 13:28	View	Deltek	al	AL
11/1/2022 14:13	View	Bear General Contractors	Pensacola	FL
11/1/2022 19:32	View	Link Systems LLC	Titusville	FL
11/2/2022 3:46	View	Emerald Coast Shade Sails	Panama City	FL
11/2/2022 11:01	View	Niceville Cash & Carry	Niceville	FL
11/2/2022 15:54	View	Bear General Contractors	Pensacola	FL
11/2/2022 16:22	View	ConstructConnect	Cincinnati	OH
11/3/2022 9:39	View	Bliss Products and Services Inc.	Lithia Springs	GA
11/3/2022 13:56	View	Link Systems LLC	Titusville	FL
11/3/2022 22:55	View	Deltek	al	AL
11/4/2022 9:41	View	ConstructConnect	Cincinnati	OH
11/4/2022 14:28	View	VPS	DFW Airport	TX

11/4/2022 17:45	View	Link Systems LLC	Titusville	FL
11/4/2022 22:12	View	Deltek	al	AL
11/7/2022 11:17	View	QTO SOLUTIONS	Hillsborough County	FL
11/7/2022 13:04	View	Deltek	al	AL
11/8/2022 1:26	View	IMS	San Diego	CA
11/8/2022 12:46	View	RAZORBACK LLC	Tarpon Springs	FL
11/8/2022 12:50	View	RAZORBACK LLC	Tarpon Springs	FL
11/8/2022 13:01	View	Deltek	al	AL
11/8/2022 14:52	View	Link Systems LLC	Titusville	FL
11/8/2022 15:47	View	VPS	DFW Airport	TX
11/8/2022 16:32	View	Link Systems LLC	Titusville	FL
11/8/2022 16:32	View	Link Systems LLC	Titusville	FL
11/8/2022 16:47	View	Link Systems LLC	Titusville	FL
11/8/2022 22:31	View	VPS	DFW Airport	TX
11/9/2022 10:33	View	ECSC LLC	Panama City	FL
11/9/2022 13:00	View	Deltek	al	AL
11/10/2022 10:00	View	Signature Structures	easton	PA
11/10/2022 12:55	View	Deltek	al	AL
11/10/2022 13:48	View	VPS	DFW Airport	TX
11/10/2022 13:49	View	VPS	DFW Airport	TX
11/10/2022 16:46	View	Link Systems LLC	Titusville	FL
11/11/2022 13:03	View	Deltek	al	AL
11/11/2022 18:27	View	Link Systems LLC	Titusville	FL
11/14/2022 10:54	View	Whitesell-Green Inc.	PENSACOLA	FL
11/14/2022 14:03	View	Deltek	al	AL
11/14/2022 17:09	View	VPS	DFW Airport	TX
11/15/2022 8:28	View	Whitesell-Green Inc.	PENSACOLA	FL
11/15/2022 13:50	View	Whitesell-Green Inc.	PENSACOLA	FL
11/15/2022 15:13	View	Deltek	al	AL
11/15/2022 17:14	View	Link Systems LLC	Titusville	FL
11/16/2022 9:19	View	Whitesell-Green Inc.	PENSACOLA	FL
11/16/2022 9:19	View	Whitesell-Green Inc.	PENSACOLA	FL
11/16/2022 9:36	View	Whitesell-Green Inc.	PENSACOLA	FL
11/16/2022 13:50	View	Deltek	al	AL
11/16/2022 15:08	View	Link Systems LLC	Titusville	FL
11/17/2022 9:37	View	Whitesell-Green Inc.	PENSACOLA	FL
11/17/2022 9:38	View	Whitesell-Green Inc.	PENSACOLA	FL
11/17/2022 12:05	View	Bliss Products and Services Inc.	Lithia Springs	GA
11/17/2022 13:19	View	Deltek	al	AL
11/17/2022 14:07	View	qtosolution	Leesburg	FL
11/17/2022 16:14	View	Whitesell-Green Inc.	PENSACOLA	FL
11/17/2022 16:14	View	Whitesell-Green Inc.	PENSACOLA	FL
11/18/2022 11:27	View	Deltek	al	AL
11/18/2022 13:22	View	Whitesell-Green Inc.	PENSACOLA	FL
11/19/2022 10:41	View	Link Systems LLC	Titusville	FL
11/20/2022 16:29	View	Morning Wood Fencing & Decks LLC	Fort Walton beach	FL
11/20/2022 22:08	View	Dodge Data & Analytics	Arlington	TX

11/21/2022 13:04 View	Deltek	al	AL
11/21/2022 13:10 View	qtosolution	Leesburg	FL
11/21/2022 13:14 View	qtosolution	Leesburg	FL
11/21/2022 13:14 View	qtosolution	Leesburg	FL
11/21/2022 13:23 View	Signature Structures	easton	PA
11/21/2022 13:24 View	Signature Structures	easton	PA
11/21/2022 13:34 View	Whitesell-Green Inc.	PENSACOLA	FL
11/21/2022 17:20 View	Okaloosa Airports	Eglin AFB	FL



ADDENDUM 2

November 30, 2022

ITB AP 03-23

Construct Shade Canopies at Destin-Fort Walton Beach Airport

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact Okaloosa County Board of County Commissioners – Purchasing Department to determine if addenda were issued and to make such addenda a part of their proposal.

The following is to clarify and provide additional information requested and questions submitted to date:

- 1) I would like to confirm that the flat wing cantilever design is a fully framed structure including perimeter beams. A framed system is the desired direction and I believe the intent however the depiction shown on E002 #2 illustrates a cable connection at the perimeter which creates a catenary curve. I was unable to include attachments but can do so if needed. Same structure, second question. Please confirm there will be a required gutter system along the low side perimeter of the cantilever projection.

Answer Q1: For bidding purposes, the delegated designer shall assume a fully framed structure including perimeter beams to meet AHJ design requirements (i.e. wind loading, etc.) but may provide an alternative delegated design option for value engineering purposes during construction.

Answer Q2: A gutter system shall be included to ensure positive drainage.

- 2) Please clarify if the arched structure shown on C301 #1 section B-B will require gutter/downspouts on both sides of the arch. I assume that is the case but would like to confirm as it is only notated on one side. Thank you.

Answer: Gutter/downspouts are required on both sides of the arch.

- 3) 09 91 13 Final Canopy Rehab Paint Spec – Attached
- 4) Revised Construction Documents – Revision 1 – Addendum #2 – Attached

Note: This Addendum shall be included in the submitted proposal.

ADDENDUM NO. 2

SECTION 09 91 13

EXTERIOR AND HIGH PERFORMANCE PAINTS AND COATINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior high-performance paint and coatings systems including surface preparation.
- B. Exterior paint and coating systems including surface preparation.

1.2 REFERENCES

- A. Steel Structures Painting Council (SSPC):
 - 1. SSPC-SP 1 - Solvent Cleaning.
 - 2. SSPC-SP 2 - Hand Tool Cleaning.
 - 3. SSPC-SP 3 - Power Tool Cleaning.
 - 4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
 - 5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
 - 6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
 - 7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
 - 8. SSPC-SP11, Power Tool Cleaning to Bare Metal.
 - 9. SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
 - 10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.
- B. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.

1.3 SUBMITTALS

- A. Product Data: For each paint system indicated, including.
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Cautions for storage, handling and installation.
- B. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- C. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.
- D. Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams, "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.4 QUALITY ASSURANCE

ADDENDUM NO. 2

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Owner Representative will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish surfaces for verification of products, colors and sheens.
 - 2. Finish area designated by Owner Representative.
 - 3. Provide samples that designate primer and finish coats.
 - 4. Compatibility and Adhesion: Check after one week of drying and curing by testing in accordance with ASTM D3359; Adhesion by tape test. If coating system is incompatible, additional surface preparation up to and including complete removal may be required.
 - 5. Contractor shall not proceed with remaining work until the Owner Representative approves the mock-up.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
 - 1. Product name, and type (description).
 - 2. Application and use instructions.
 - 3. Surface preparation.
 - 4. VOC content.
 - 5. Environmental handling.
 - 6. Batch date.
 - 7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.7 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate for attic stock. In lieu of additional materials provided for attic stock, Owner may direct Contractor to provide equivalent material credit with the local supplier at no additional cost to the Owner. Contractor shall confirm Owner preference for material or corresponding equivalent product credit prior to project substantial completion.

ADDENDUM NO. 2

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; Tel: 800-321-8194 www.sherwin-williams.com
- B. Substitutions: Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 APPLICATIONS/SCOPE

- A. High Performance Exterior Paint and Coating Systems:
 - 1. Metal: Miscellaneous iron, ornamental iron, ferrous metal.
- B. Exterior Paint and Coating Systems:
 - 1. Metal: Miscellaneous iron, ornamental iron, ferrous metal.

2.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
 - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
 - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufacturer's product instructions for optimal color conformance.
- B. Primers: The primer shall be mixed and applied in accordance with the manufacturer's instructions and shall meet the requirements of SSPC Paint Specification No.2. The minimum thickness shall be 2.0 to 4.0 mils dft.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
- D. Color: Refer to Finish Schedule for paint colors, and as selected.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Owner Representative of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Owner Representative of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Owner Representative immediately if lead based paints are encountered.

3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
 - 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor

ADDENDUM NO. 2

- existing paint films. Bleach alternative cleaning solutions are advised.
2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply solution and scrub the mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow surface to dry before painting. Utilize proper PPE. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
 3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
 4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products. Apply coatings using methods recommended by manufacturer.
- B. Aluminum: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.
- C. Block (Cinder and Concrete): Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75 degrees F (24 degrees C). The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.
- D. Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete columns, floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.
- E. Cement Composition Siding/Panels: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, with a minimum of 3000 to 5000 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be between 6 and 9 unless the products are designed to be used in high pH environments.
- F. Copper and Stainless Steel: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP 1 and SSPC-SP 2.
- G. Exterior Composition Board (Hardboard): Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.
- H. Galvanized Metal: Clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing.
- I. Plaster: Must be allowed to dry thoroughly for at least 30 days before painting unless the products are designed to be used in high pH environments. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is

hard, rinse with clear water and allow to dry.

- J. Steel: Structural, Plate, And Similar Items: Should be cleaned by one or more of the surface preparations described below. These methods are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Society of Protective Coatings. A brief description of these standards together with numbers by which they can be specified follow.
1. Solvent Cleaning, SSPC-SP1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation.
 2. Hand Tool Cleaning, SSPC-SP2: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
 3. Power Tool Cleaning, SSPC-SP3: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
 4. White Metal Blast Cleaning, SSPC-SP5 or NACE 1: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
 5. Commercial Blast Cleaning, SSPC-SP6 or NACE 3: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
 6. Brush-Off Blast Cleaning, SSPC-SP7 or NACE 4: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods.
 7. Power Tool Cleaning to Bare Metal, SSPC-SP11: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.
 8. Near-White Blast Cleaning, SSPC-SP10 or NACE 2: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
 9. High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials: SSPC-SP12 or NACE 5: This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only without the addition of solid particles in the stream.
 10. Water Blasting, SSPC-SP12/NACE No. 5: Removal of oil grease dirt, loose rust, loose mill

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scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

3.3 INSTALLATION

- A. Apply all coatings and materials per manufacturer's specifications. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Inspection: The coated surface must be inspected and approved by the Owner Representative just prior to the application of each coat.
- G. If there is a conflict in the language or terms of a specifications or any contract document between provisions or requirements, the more stringent and higher quality standards shall prevail.

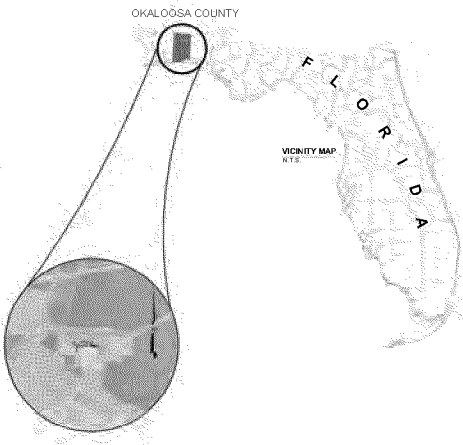
3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up unacceptable or damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.
- C. Contractor shall take care to protect surrounding structures and airport facilities from damage during construction. Contractor shall conduct a pre-work meeting and submit written work and phasing plans that detail how surrounding structures, public and back of house areas including vehicles and aircraft will be protected throughout the construction process prior to start of work.

END OF SECTION

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION PLANS
FOR
CONSTRUCT SHADE CANOPIES
AT
DESTIN-FORT WALTON BEACH AIRPORT

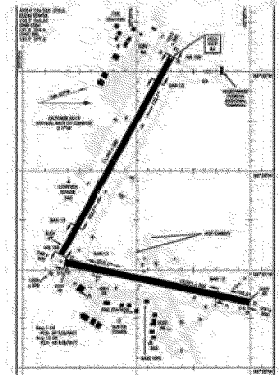


100% CONSTRUCTION DOCUMENTS

SEPTEMBER 2022

PREPARED BY:

AD
AMERICAN
INFRASTRUCTURE
DEVELOPMENT, INC.
3810 NORTHDALE BLVD. STE. 170
TAMPA, FL 33624
OFFICE: 813-374-2200
Job No. VPS21001
Florida Cert. of Authorization 28731



AIRPORT DIAGRAM

BOARD OF COUNTY COMMISSIONERS

MEL PONDER CHAIRMAN
NATHAN BOYLES VICE CHAIRMAN
PAUL MIXON COMMISSIONER
CAROLYN KETCHEL COMMISSIONER
TREY GOODWIN COMMISSIONER



3810 NORTHDALE BLVD. STE. 170
TAMPA, FL 33624
OFFICE: 813-374-2200
Florida Cert. of Authorization 28731

ENGINEER OF RECORD:	JOB NO:	VPS21001
DRAWN:	AC	
DESIGN:	MM	
CHECK:	MC	
DATE:	SEPT. 2022	
ISSUE:	100% C.D.	
KYLE HULLY, P.E. FL P.E. #73983		

REV.	DATE	DESCRIPTION



DESTIN-FORT WALTON
BEACH AIRPORT
1701 STA. 'E' RD. 85 N
DESTIN, FL 32542

CONSTRUCT SHADE CANOPIES

NOT ISSUED FOR CONSTRUCTION

COVER

G000

GENERAL CONSTRUCTION NOTES

- CONTRACTOR SHALL CONTACT 811 SUNSHINE TO LOCATE UNDERGROUND UTILITIES BEFORE CONSTRUCTION BEGINS. REFER TO THE PROJECT SURVEY HORIZONTAL AND VERTICAL CONTROL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL HORIZONTAL AND VERTICAL MARKERS AND PROPERTY CORNERS (MONUMENTS, PIPES ETC.) FOR THE DURATION OF CONSTRUCTION. MARKERS SHALL BE CONTINUOUSLY FLAGGED AND SHALL BE RESET IMMEDIATELY BY A FLORIDA LICENSED LAND SURVEYOR IF ANY SHOULD BECOME DISTURBED.
- LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS AND DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, ETC. AFFECTING HIS WORK PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL REPLACE ALL ITEMS REMOVED OR DAMAGED DURING CONSTRUCTION WITH THE SAME MATERIAL REMOVED OR DAMAGED OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDINGS WITH ANY WORK WHICH COULD BE IN CONFLICT WITH RAISED DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
- CONTRACTOR SHALL FIELD VERIFY THE EXISTING ELEVATIONS AND NOTIFY ENGINEER AND CONSTRUCTION PROJECT MANAGER OF ANY DISCREPANCIES AND/OR INCONSISTENCIES INCIDENTAL TO MOBILIZATION.

ROAD, DRAINAGE AND GRADING CONSTRUCTION NOTES

- PAVEMENT AND GRADING SHALL BE SLOPED TO THE PROPOSED ELEVATIONS AND CONTOURS SHOWN ON THE DRAWING. SMOOTH, CONSTANT SLOPES SHALL BE MAINTAINED BETWEEN PROPOSED ELEVATIONS AND CONTOURS. PROPOSED CONTOUR ELEVATIONS, SPOT ELEVATIONS AND FINISHED GRADE ELEVATIONS IN NON-PAVED AREAS REFER TO FINISHED SURFACE ELEVATIONS ONCE BODDING OR SECOND IS COMPLETE.
 - ALL STORM SEWER PIPES SHALL BE CLASS II REINFORCED CONCRETE PIPE (RCP) (ASTM C-76) UNLESS OTHERWISE NOTED AND INSTALLED AT THE LOCATIONS AND GRADERS SHOWN ON THE DRAWINGS.
- MINIMUM REQUIRED AS-BUILT**
- AS-BUILTS SHALL BE SUBMITTED TO THE ENGINEER, SIGNED & SEALED BY A PROFESSIONAL SURVEYOR REGISTERED IN THE STATE OF FLORIDA.
 - AS-BUILTS SHALL BE IN ACCORDANCE WITH FAA ADVISORY CIRCULAR 150/530-18B. REFER TO TABLE 2.1 "SURVEY REQUIREMENT MATRIX".
 - FOUR COPIES OF THE SIGNED AND SEALED RECORD SURVEY, ONE PDF COPY AND ONE COPY OF THE SURVEY IN AUTOCAD DIGITAL FORMAT SHALL BE PROVIDED.
 - ALL ELEMENTS IN THE AUTOCAD DIGITAL FILE SHALL BE IN ACCORDANCE WITH THE FAA ADVISORY CIRCULAR 150/530-18B.
 - AUTOCAD AS-BUILT SURVEY FILE SHALL INCLUDE A DIGITAL TERRAIN MODEL SURFACE (DTM) AND ALL COGO POINTS WITH RESPECTIVE PROPERTIES.
 - PROJECT SHALL NOT BE CERTIFIED COMPLETE BY THE ENGINEER WITHOUT RECEIPT OF ACCEPTABLE AS-BUILT INFORMATION AND ALL SPECIFIED PASSING TEST RESULTS.

ENVIRONMENTAL PROTECTION NOTES

- SOIL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED PRIOR TO INITIATING LAND DISTURBANCE ACTIVITIES. THESE DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION TO THE SATISFACTION OF THE AHI AND CM AND UNTIL THE SITE IS PERMANENTLY STABILIZED.
- THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS SHALL BE IMMEDIATELY REPAIRED OR REPLACED, AS NECESSARY. ONCE CONSTRUCTION IS COMPLETE AND FINISH GRADING STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE OWNER AND PRIOR TO FINAL ACCEPTANCE.
- ALL FUGITIVE DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF VEGETATION. WATERING, APPLICATION OF CALCIUM CHLORIDE OR OTHER PROPER APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT THE EMANATION OF DUST FROM THE SITE. PERMANENT GRASSING, LANDSCAPING AND OTHER SITE WORK SHALL BE INITIATED AS SOON AS POSSIBLE. THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE AT ALL TIME FOR THE PURPOSE OF CONTROLLING DUST AS REQUIRED BY THE CONTRACT DOCUMENTS.
- TEMPORARY STOCKPILES SHALL NOT BE LOCATED ADJACENT TO UNDISTURBED WETLANDS. ADDITIONALLY, STOCKPILES TO REMAIN FOR LONGER THAN 24 HOURS SHALL BE CONFINED BY SILT BARRIERS WHICH PREVENT RUNOFF SEDIMENTATION FROM ENVOIRONS ON TOP OF WETLAND AREAS OR SURFACE WATER BODIES.

- ALL TRASH AND CONSTRUCTION DEBRIS PRODUCED FROM THIS PROJECT SHALL BE COLLECTED BY THE CONTRACTOR. THESE MATERIALS SHALL BE STORED OR CONTAINED AS NECESSARY TO PREVENT ACCIDENTAL RELEASE, DISPOSAL OF SOLID WASTE MATERIALS SHALL BE IN ACCORDANCE WITH FEDERAL, MUNICIPAL, COUNTY AND STATE REGULATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING PORTABLE SANITARY WASTE UNITS ON SITE FOR USE BY HIS EMPLOYEES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN CONTROL OF ANY HAZARDOUS MATERIALS UTILIZED ON-SITE FOR CONSTRUCTION. STORAGE CONTAINERS, VEHICLES, ETC. WILL BE INSPECTED REGULARLY FOR LEAKAGE. A SPILL PREVENTION PLAN SHALL BE ESTABLISHED WHICH COORDINATES CLEANUP AND NOTIFICATION OF APPROPRIATE GOVERNMENT AGENCIES. CONTRACTOR SHALL MAINTAIN SPILL KIT ON-SITE AT ALL TIMES.
- CONTRACTOR SHALL NOT REMOVE TREES WITHOUT APPROVAL OF THE LOCAL GOVERNING JURISDICTION. TREE PROTECTION SHALL BE IN ACCORDANCE WITH LOCAL GOVERNING AUTHORITY.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SITE EROSION AND SHALL NOT UNNECESSARILY REMOVE EXISTING VEGETATION OR ALTER EXISTING TOPOGRAPHY. THE CONTRACTOR SHALL PROVIDE ADDITIONAL SOIL, HAY BALES, SAND BAGS OR SEED AND MULCH AS NECESSARY TO ACHIEVE AN EROSION-FREE SITE PRIOR TO UNLOADING, ETC. TO THE LINES AND GRADERS SHOWN IN THE PLANS UNTIL FINAL ACCEPTANCE. ALL SLOPES AND SURFACES 4:1 OR STEEPER SHALL BE SOCCED. ALL OTHER UNPAVED SURFACES WHICH EXPERIENCE UNCLE EROSION THAT CANNOT BE CONTROLLED BY OTHER MEASURES SHALL BE SOCCED. ALL SOCC SHALL BE APPROXIMATE 50% UNLESS SPECIFICALLY SHOWN OTHERWISE IN THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL OBTAIN AN NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND LARGE CONSTRUCTION ACTIVITIES FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THIS PERMIT IS KNOWN AS THE NOTICE OF INTENT (NOI). CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FROM THE NOI, WHICH INCLUDES MAINTENANCE AND UNDEEP OF A STORM WATER POLLUTION PREVENTION PLAN DURING CONSTRUCTION ACTIVITIES. NOTICE OF INTENT SHALL BE INCIDENT TO MOBILIZATION.
- AFTER CONSTRUCTION IS COMPLETED THE CONTRACTOR SHALL FILE A NOTICE OF TERMINATION (NOT) WITH THE FDEP TO CLOSE THE CONSTRUCTION'S PERMIT LISTED ABOVE.

SPECIAL NOTES TO CONTRACTORS

- PRIOR TO SUBMITTING BID, THE CONTRACTOR SHALL SATISFY HIMSELF AS TO POSSIBLE INCIDENTAL CONFLICTS WITH EXISTING STRUCTURES ALONG THE HAUL ROUTE AND ON IMPACTED ROADWAYS SUCH AS SIGN, BOLLARDS, SIGNS, FENCES, BOLLARDS, ETC. AND SHALL INCLUDE IN CONTRACTOR OVERALL COST THE REMOVAL AND OR REPLACEMENT AND PROTECTION OF SUCH INCIDENTAL ITEMS. BIDS SHALL INCLUDE COSTS FOR SPECIFIC CONSTRUCTION METHODS AND PROCEDURES THAT NEED TO BE TAKEN TO WORK AROUND SUCH INCIDENTAL CONFLICTS, AS WELL AS, THE IMPROVEMENTS NECESSARY TO COMPLETE THE WORK.
- THE CONTRACTOR SHALL PREPARE AND SUBMIT MAINTENANCE OF TRAFFIC PLANS TO APPROPRIATE REGULATORY AGENCIES HAVING JURISDICTION OVER IMPACTED ROADWAYS. CONSTRUCTION SHALL NOT COMBINE WITH SIGN WORK. NOT APPROVAL FOR IMPACTED ROADWAYS RECEIVED, CONTRACTOR SHALL ALSO NOTIFY LOCAL EMERGENCY SERVICES DEPARTMENTS WHENEVER CONSTRUCTION ACTIVITIES WILL IMPACT NORMAL TRAFFIC FLOW. WITHIN EXISTING ROADWAYS THE CONTRACTOR SHALL REMAIN IN COORDINATION WITH AIRPORT OFFICIALS AND SHALL CLOSE ONLY ONE LANE AT A TIME.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION AND SCHEDULING OF ALL REQUIRED INSPECTIONS WITH APPROPRIATE REGULATORY AGENCIES (I.E. FOOT, BUILDING DEPARTMENT, UTILITY DEPARTMENT, ETC.).
- CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 10 DAYS PRIOR TO INITIATING CONSTRUCTION ACTIVITIES AND PROVIDE A SUBMITTAL SCHEDULE FOR REVIEW AND ACCEPTANCE BY THE ENGINEER TO ESTABLISH SCHEDULE FOR REVIEW OF PROJECT SUBMITTALS, SITE INSPECTIONS AND CONFIRM APPROVED FOR CONSTRUCTION DRAWINGS.

GENERAL ACCESS NOTES

- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE STORAGE AND SECURITY OF HIS MATERIAL AND EQUIPMENT AND SHALL ERECT STORAGE FACILITIES AND FENCING AS NECESSARY. NO UNAUTHORIZED PERSONNEL SHALL BE ALLOWED ON THE SITE.
- THE CONTRACTOR'S STAGING AREAS AND HAUL ROUTES SHOWN ON THE PLANS ARE GENERAL AND FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL SIZE AND LOCATION OF STAGING AREAS AND HAUL ROUTES WILL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE PROJECT AREA THROUGH THE PROJECT ACCESS ROUTES APPROVED BY THE OWNER ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND THE SECURITY OF ALL GATES NECESSARY FOR ACCESS INTO AIRPORT PROPERTY.
- APPROVED CUTS IN PAVEMENT OR CONCRETE SHALL BE MADE USING A PAVEMENT SAW, AND SHALL BE PATCHED TO MATCH THE EXISTING SURFACE IN A MANNER APPROVED BY THE OWNER. CONTRACTOR SHALL PROVIDE UTILITY LOCATES PRIOR TO EXCAVATION OR CUTTING OF PAVEMENT STRUCTURES.
- EXISTING EASEMENTS TO OTHER PROPERTIES SHALL BE MAINTAINED AT ALL TIMES.
- AREAS OUTSIDE THE PROJECT LIMITS ARE DESIGNATED AS RESTRICTED AREAS. THE CONTRACTOR'S FORCES ARE PROHIBITED FROM ENTERING RESTRICTED AREAS AT ANY TIME, UNLESS SPECIFICALLY AUTHORIZED BY THE OWNER OR AIRPORT MANAGER.

ALL CONSTRUCTION WASTE SHALL BE DISPOSED OF OFF AIRPORT PROPERTY AT APPROVED DESIGNATED AREAS EXCLUDING MATERIALS TO BE RETAINED BY THE OWNER. CONTRACTOR SHALL ACQUIRE ANY REQUIRED PERMITS FOR DISPOSAL OF DEMOLITION OPERATIONS, INCLUDING THE USE OF THE HAUL ROADS SHALL BE CONDUCTED IN SUCH A MANNER AS TO REDUCE EROSION TO THE PRACTICABLE MINIMUM AND TO PREVENT DAMAGING SILTATION OF WATER COURSES, STREAMS, LAKES OR RESERVOIRS. THE CONTRACTOR SHALL TAKE SUCH MEASURES AS INSTALLING SILT FENCING, SANDBAGS, AND INLET PROTECTION DEVICES IN ALL AREAS THAT MAY BE AFFECTED BY RUNOFF OF CONSTRUCTION DEBRIS OR SILTATION GENERATED FROM CONSTRUCTION WORK AND STAGING AREAS. THE CONTRACTOR SHALL CLEAN ALL EXCESS DEBRIS ON NON-CONSTRUCTION ROADS BROUGHT FROM IF CONTRACTOR ENCOUNTERS SOIL STAINS, UNUSUAL ODORS, OR BURIED WASTE, WORK SHALL BE STOPPED AND THE CM SHALL BE NOTIFIED IMMEDIATELY. CONTRACTOR SHALL MEET ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS WHEN DISPOSING ANY OILS OR OTHER FLUIDS REMOVED FROM EQUIPMENT BEING SERVICED ON AIRPORT PROPERTY. CONTRACTOR SHALL IMMEDIATELY CLEAN ANY SPILLS AND DISPOSE OF THE MATERIAL OFF AIRPORT PROPERTY AT APPROVED DESIGNATED.

CONTRACTOR SHALL COORDINATE AND COOPERATE WITH OTHER CONTRACTORS WHO MIGHT BE WORKING CONCURRENTLY AT THE AIRPORT. ANY CONFLICTS IN PERFORMING WORK SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CM. DAMAGE TO AIRPORT FACILITIES SUCH AS LIGHTING, SIGNAGE, NAVIGATIONAL AIDS, FAX CABLES, AND OTHER UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE OWNER AND THE FAA AND REPAIRED IMMEDIATELY BY THE CONTRACTOR AT NO COST.

EXISTING PAVEMENT OR OTHER EXISTING INFRASTRUCTURE AND WORK NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY REMOVED, DAMAGED OR IN ANY WAY DISTURBED OR ALTERED BY WORK UNDER THIS CONTRACT SHALL BE REPAIRED, PATCHED, OR REPLACED TO THE COMPLETE SATISFACTION OF THE ENGINEER AT NO COST.

ALL NON-PAVED AREAS OUTSIDE THE LIMITS OF CONSTRUCTION WHICH ARE DISTURBED BY THE CONTRACTOR'S OPERATIONS, SUCH AS THE CONTRACTOR'S ACCESS ROAD, STAGING AREA, HAUL ROUTES, ETC., SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND GRADERS UPON COMPLETION OF THE PROJECT. IN ADDITION, ALL EXISTING ROADS THAT WILL BE USED AS THE CONTRACTOR'S HAUL ROUTE SHALL BE MAINTAINED DURING CONSTRUCTION AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION. RESTORATION OF THESE AREAS SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER OR EXTENSION OF CONTRACT.

CONTRACTOR EMPLOYEES SHALL PARK AND SERVICE ALL CONSTRUCTION VEHICLES IN THE STAGING AREA OR IN AN AREA OUTSIDE OF THE OFA DESIGNATED BY THE AIRPORT. EMPLOYEES PERSONAL VEHICLES SHALL BE PARKED OFFSITE AT A.

CONTRACTOR SHALL EXAMINE EXISTING ACCESS ROADS AND OTHER PAVEMENTS TO DETERMINE IF THEY ARE CAPABLE OF SUSTAINING LOADS FROM VEHICLES AND CONSTRUCTION EQUIPMENT. ANY DAMAGE TO EXISTING PAVEMENTS TO BE PROTECTED SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.

CONTRACTOR SHALL OBTAIN ALL PERMITS AND LICENSES REQUIRED FOR THE COMPLETION OF THIS PROJECT AT CONTRACTOR'S EXPENSE.

THE OWNER AND ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION.

UPON COMPLETION OF THE WORK AND BEFORE ACCEPTANCE AND FINAL PAYMENT WILL BE MADE, THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL MACHINERY, EQUIPMENT, SURPLUS AND DISCARDED MATERIALS, RUBBISH, TEMPORARY STRUCTURES, AND STUMPS OR PORTIONS OF TREES. THE CONTRACTOR SHALL CUT ALL BRUSH AND WOODS WITHIN THE LIMITS INDICATED AND SHALL LEAVE THE SITE IN A NEAT AND PRESENTABLE CONDITION. MATERIAL CLEARED FROM THE SITE AND DEPOSITED ON ADJACENT PROPERTY WILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY, UNLESS THE CONTRACTOR HAS OBTAINED THE OWNER'S WRITTEN APPROVAL.

WHEN NECESSARY, CERTAIN OPERATIONS SHALL BE DELAYED UNTIL POLLUTANTS WHO OR CLIMATIC CONDITIONS EXIST TO DISPERSE OR ABMIT POTENTIAL POLLUTANTS TO THE AIR.

THE CONTRACTOR SHALL CONDUCT HIS WORK IN SUCH MANNER AS TO PREVENT THE ENTRY OF FUELS, OILS, BITUMINOUS MATERIALS, CHEMICALS, SERVICER OR OTHER HARMFUL MATERIALS INTO STREAMS, RIVERS, LAKES OR RESERVOIRS.

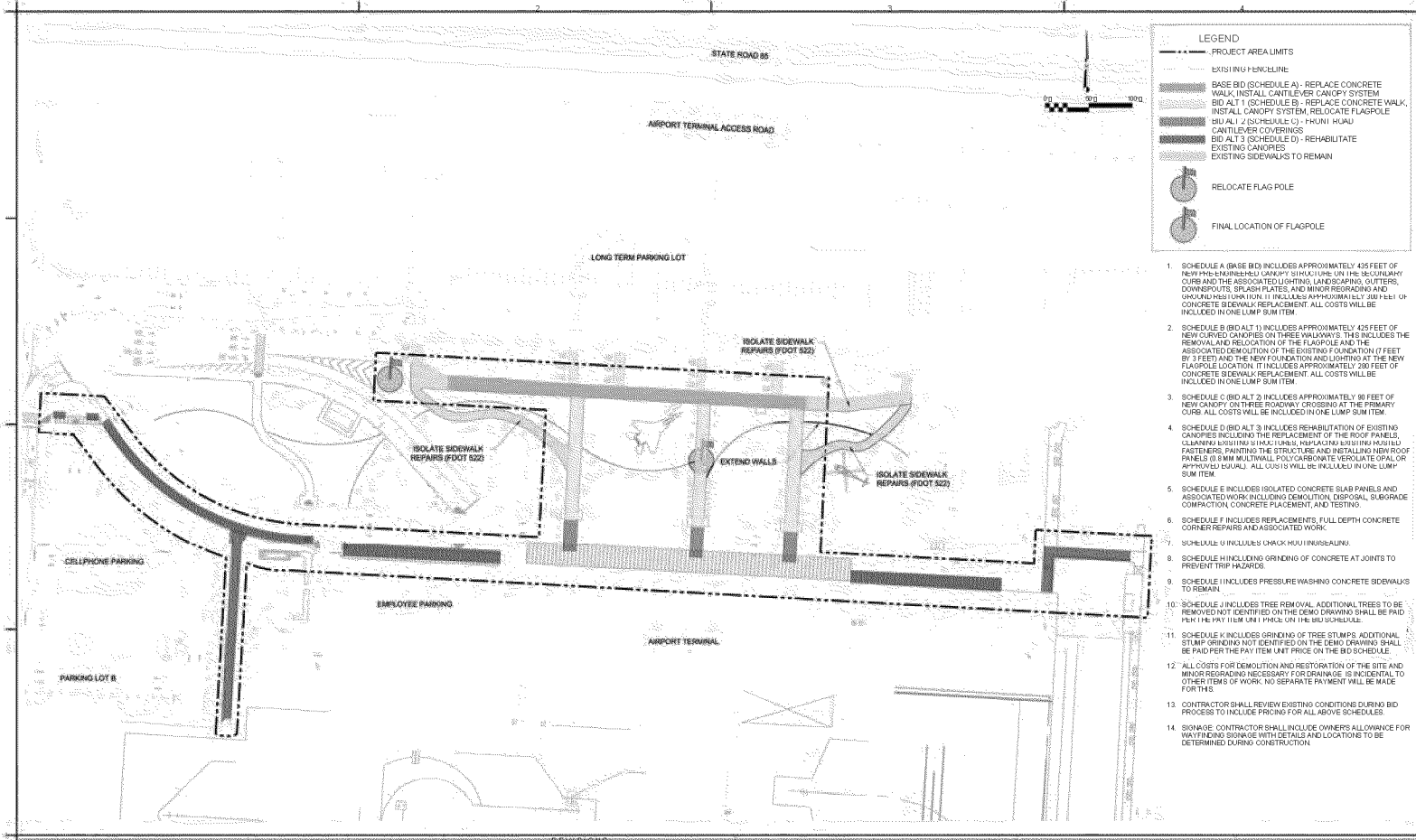
THE DISTURBANCE OF LANDS AND WATERS THAT ARE OUTSIDE THE LIMITS OF CONSTRUCTION AS STAKED IS PROHIBITED, EXCEPT AS FOUND NECESSARY AND

	ENGINEER OF RECORD	JOB NO.	WPS12001
	DESIGN	DATE	SEPT. 2022
	CHECKED	ISSUE	NOV. 2022
	KYLE MULLEY, P.E. FL P.E. #2385		

REV.	DATE	DESCRIPTION	REVISIONS

DESTIN - FORT WALTON SEALED 1701 STATE RD. 85 N GULF BLDG FL 30542	CONSTRUCT SHADE CANOPIES
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GENERAL NOTES G002



LEGEND

- PROJECT AREA LIMITS
- - - EXISTING CANOPY
- ▨ BASE BID (SCHEDULE A) - REPLACE CONCRETE WALK, INSTALL ALL CANTILEVER CANOPY SYSTEM
- ▩ BID ALTY (SCHEDULE B) - REPLACE CONCRETE WALK, INSTALL CANOPY SYSTEM, RELOCATE FLAGPOLE
- ▧ BID ALTY 2 (SCHEDULE C) - HORN HOUND CANTILEVER COVERINGS
- ▦ BID ALTY 3 (SCHEDULE D) - REHABILITATE EXISTING CANOPIES
- ▤ EXISTING SIDEWALKS TO REMAIN
- RELOCATE FLAG POLE
- FINAL LOCATION OF FLAGPOLE

1. SCHEDULE A (BASE BID) INCLUDES APPROXIMATELY 435 FEET OF NEW HD-ENGINEERED CANOPY (SHU-KU) LINE ON THE SECONDARY CURB AND THE ASSOCIATED LIGHTING, LANES, APPLICATORS, DOWNPOUTS, SPLASH PLATES, AND MINOR REPAIRS AND GROUNDING FOR TOWER. IT INCLUDES APPROXIMATELY 200 FEET OF CONCRETE SIDEWALK REPLACEMENT. ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
2. SCHEDULE B (BID ALTY 1) INCLUDES APPROXIMATELY 425 FEET OF NEW CURVED CANOPIES ON THREE SIDEWAYS. THIS INCLUDES THE REMOVAL AND RELOCATION OF THE FLAGPOLE AND THE ASSOCIATED DEMOLITION OF THE EXISTING FOUNDATION (1 FEET BY 3 FEET) AND THE NEW FOUNDATION AND LIGHTING AT THE NEW FLAGPOLE LOCATION. IT INCLUDES APPROXIMATELY 200 FEET OF CONCRETE SIDEWALK REPLACEMENT. ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
3. SCHEDULE C (BID ALTY 2) INCLUDES APPROXIMATELY 80 FEET OF NEW CANOPY ON TREE ROADWAY CROSSING AT THE PRIMARY CURB. ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
4. SCHEDULE D (BID ALTY 3) INCLUDES REHABILITATION OF EXISTING CANOPIES INCLUDING THE REPLACEMENT OF THE ROOF PANELS, CLEANING EXISTING STRUCTURES, REPLACING EXISTING MUSTED FASTENERS, PAINTING THE STRUCTURES AND INSTALLING NEW ROOF PANELS (8 MM MULTIWALL POLYCARBONATE VEROLATE OPAL OR APPROVED EQUAL). ALL COSTS WILL BE INCLUDED IN ONE LUMP SUM ITEM.
5. SCHEDULE E INCLUDES ISOLATED CONCRETE SLAB PANELS AND ASSOCIATED WORK INCLUDING DEMOLITION, DISPOSAL, SUBGRADE COMPACTION, CONCRETE PLACEMENT, AND TESTING.
6. SCHEDULE F INCLUDES REPLACEMENTS, FULL DEPTH CONCRETE CORNER REPAIRS AND ASSOCIATED WORK.
7. SCHEDULE G INCLUDES CRACK HOLLOW SEALING.
8. SCHEDULE H INCLUDING GRINDING OF CONCRETE AT JOINTS TO PREVENT TRIP HAZARDS.
9. SCHEDULE I INCLUDES PRESSURE WASHING CONCRETE SIDEWALKS TO REMAIN.
10. SCHEDULE J INCLUDES TREE REMOVAL. ADDITIONAL TREES TO BE REMOVED NOT IDENTIFIED ON THE DEMO DRAWING SHALL BE PAID PER THE PAY ITEM UNIT PRICE ON THE BID SCHEDULE.
11. SCHEDULE K INCLUDES GRINDING OF TREE STUMPS. ADDITIONAL STUMP GRINDING NOT IDENTIFIED ON THE DEMO DRAWING SHALL BE PAID PER THE PAY ITEM UNIT PRICE ON THE BID SCHEDULE.
12. ALL COSTS FOR DEMOLITION AND RESTORATION OF THE SITE AND MINOR REPAIRS NECESSARY FOR DRAINAGE, IS INCIDENTAL TO OTHER ITEMS OF WORK. NO SEPARATE PAYMENT WILL BE MADE FOR THIS.
13. CONTRACTOR SHALL REVIEW EXISTING CONDITIONS DURING BID PROCESS TO INCLUDE PRICING FOR ALL ABOVE SCHEDULES.
14. SIGNAGE CONTRACTOR SHALL INCLUDE OWNERS ALL DRAINAGE FOR WAYFINDING SIGNAGE WITH DETAILS AND LOCATIONS TO BE DETERMINED DURING CONSTRUCTION.

AD
AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
3810 NORTHDALE BLVD., STE. 170
FORT WALTON BEACH, FL 32548
FLORIDA CERT. OF AUTHORIZATION 28731

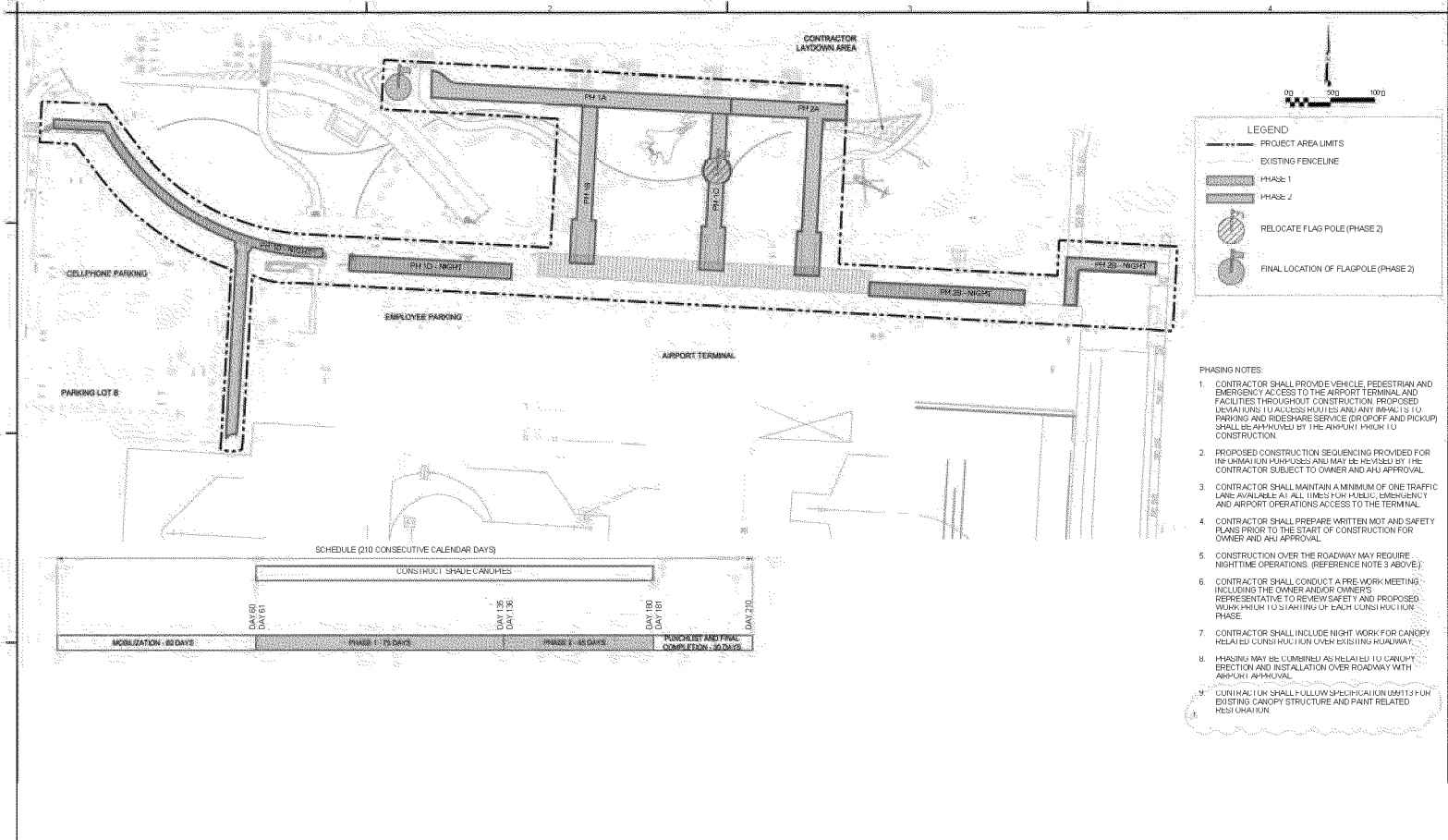
ENGINEER OF RECORD:	KYLE HULLBY, P.E. FL P.E. #2553
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REV.	DATE	DESCRIPTION
1	09/01/22	ISSUED FOR CONSTRUCTION

FLY VPS
FORT WALTON BEACH AIRPORT

DESTIN - FORT WALTON BEACH AIRPORT
1701 STATE RD. SW N
EGLIN AFB FL 32424

CONSTRUCT SHADE CANOPIES CONTRACT LAYOUT PLAN
G100
NOT ISSUED FOR CONSTRUCTION



LEGEND

- PROJECT AREA LIMITS
- - - EXISTING FENCELINE
- ▨ PHASE 1
- ▩ PHASE 2
- ⊙ RELOCATE FLAG POLE (PHASE 2)
- ⊙ FINAL LOCATION OF FLAGPOLE (PHASE 2)

- PHASING NOTES**
1. CONTRACTOR SHALL PROVIDE VEHICLE, PEDESTRIAN AND EMERGENCY ACCESS TO THE AIRPORT TERMINAL AND FACILITIES THROUGHOUT CONSTRUCTION. PROPOSED DEVIATIONS TO ACCESS ROUTES AND ANY IMPACTS TO PARKING AND RIDE-SHARE SERVICE (GROOVY AND PICKUP) SHALL BE APPROVED BY THE AIRPORT PRIOR TO CONSTRUCTION.
 2. PROPOSED CONSTRUCTION SEQUENCING PROVIDED FOR INFORMATION PURPOSES AND MAY BE REVISED BY THE CONTRACTOR SUBJECT TO OWNER AND AHJ APPROVAL.
 3. CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE TRAFFIC LANE AVAILABLE AT ALL TIMES FOR PUBLIC, EMERGENCY AND AIRPORT OPERATIONS ACCESS TO THE TERMINAL.
 4. CONTRACTOR SHALL PREPARE WRITTEN MOT AND SAFETY PLANS PRIOR TO THE START OF CONSTRUCTION FOR OWNER AND AHJ APPROVAL.
 5. CONSTRUCTION OVER THE ROADWAY MAY REQUIRE NIGHTTIME OPERATIONS. (REFERENCE NOTE 3 ABOVE).
 6. CONTRACTOR SHALL CONDUCT A PRE-WORK MEETING INCLUDING THE OWNER AND/OR OWNER'S REPRESENTATIVE TO REVIEW SAFETY AND PROPOSED WORK-PHASE TO STARTING OF EACH CONSTRUCTION PHASE.
 7. CONTRACTOR SHALL INCLUDE NIGHT WORK FOR CANOPY RELATED CONSTRUCTION OVER EXISTING ROADWAY.
 8. PHASING MAY BE COMBINED AS RELATED TO CANOPY ERECTION AND INSTALLATION OVER ROADWAY WITH AIRPORT APPROVAL.
 9. CONSTRUCTION SHALL FOLLOW SPECIFICATION 091112 FOR EXISTING CANOPY STRUCTURE AND PAINT RELATED RESTORATION.

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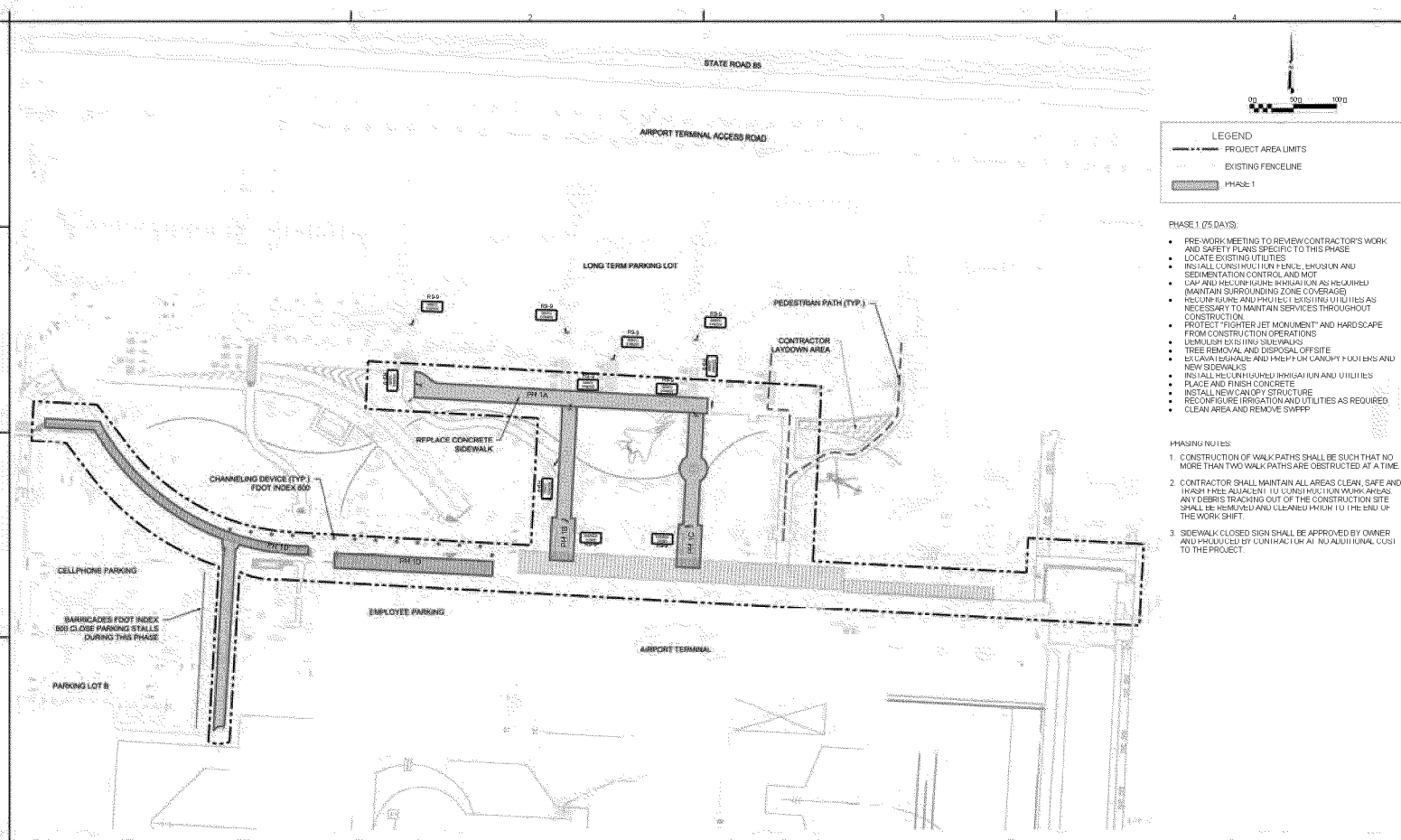
ENGINEER OF RECORD	JOB NO.	NPS1001
DRAWN BY	RC	
DESIGN BY	MM	
CHECK BY	NO	
DATE	SEPT. 2022	
SCALE	100% C.D.	
KYLE HULLY, P.E. FL P.E. #2553		

REV.	DATE	DESCRIPTION
1	11/29/22	ISSUANCE

PORT WALTON BEACH AIRPORT
FLY VPS
 DESTIN - FORT WALTON BEACH AIRPORT
 1701 STATE RD. SW N
 DESTIN AND FL 32642

CONSTRUCT SHADE CANOPIES
 NOT ISSUED FOR CONSTRUCTION

OVERALL PHASING PLAN
G101



LEGEND

- PROJECT AREA LIMITS
- EXISTING FENCELINE
- PHASE 1

- PHASE 1 (75 DAYS)**
- PRE-WORK MEETING TO REVIEW CONTRACTOR'S WORK AND SAFETY PLANS SPECIFIC TO THIS PHASE
 - LOCATE EXISTING UTILITIES
 - INSTALL CURBING (URN PANEL, EROSION AND SEDIMENTATION CONTROL AND MOT CAP) AND RECONFIGURE IRRIGATION AS REQUIRED (MAINTAIN SURROUNDING ZONE COVERAGE)
 - RECONFIGURE AND PROTECT EXISTING UTILITIES AS NECESSARY TO MAINTAIN SERVICES THROUGHOUT CONSTRUCTION
 - PROTECT "FIGHTER JET MONUMENT" AND HARDSCAPE FROM CONSTRUCTION OPERATIONS
 - DEMOLISH EXISTING SIDEWALKS
 - TREE REMOVAL AND DISPOSAL OFF-SITE
 - EXCAVATE, REGRADE AND FRESHEN CANOPY FOOTERS AND NEW SIDEWALKS
 - INSTALL ILLUMINATION, IRRIGATION AND UTILITIES
 - PLACE AND FINISH CONCRETE
 - INSTALL NEW CANOPY STRUCTURE
 - RECONFIGURE IRRIGATION AND UTILITIES AS REQUIRED
 - CLEAN AREA AND REMOVE SWPPP

- HASING RULES**
1. CONSTRUCTION OF WALK PATHS SHALL BE SUCH THAT NO MORE THAN TWO WALK PATHS ARE OBSTRUCTED AT A TIME
 2. CONTRACTOR SHALL MAINTAIN ALL AREAS CLEAN, SAFE AND WORKY FREE ADJACENT TO CONSTRUCTION WORK AREAS. ANY DEBRIS TRACKING OUT OF THE CONSTRUCTION SITE SHALL BE REMOVED AND CLEANED PRIOR TO THE END OF THE WORK SHIFT.
 3. SIDEWALK CLOSED SIGN SHALL BE APPROVED BY OWNER AND PROVIDED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.

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ISSUE	100% C.D.	

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REV.	DATE / DESCRIPTION

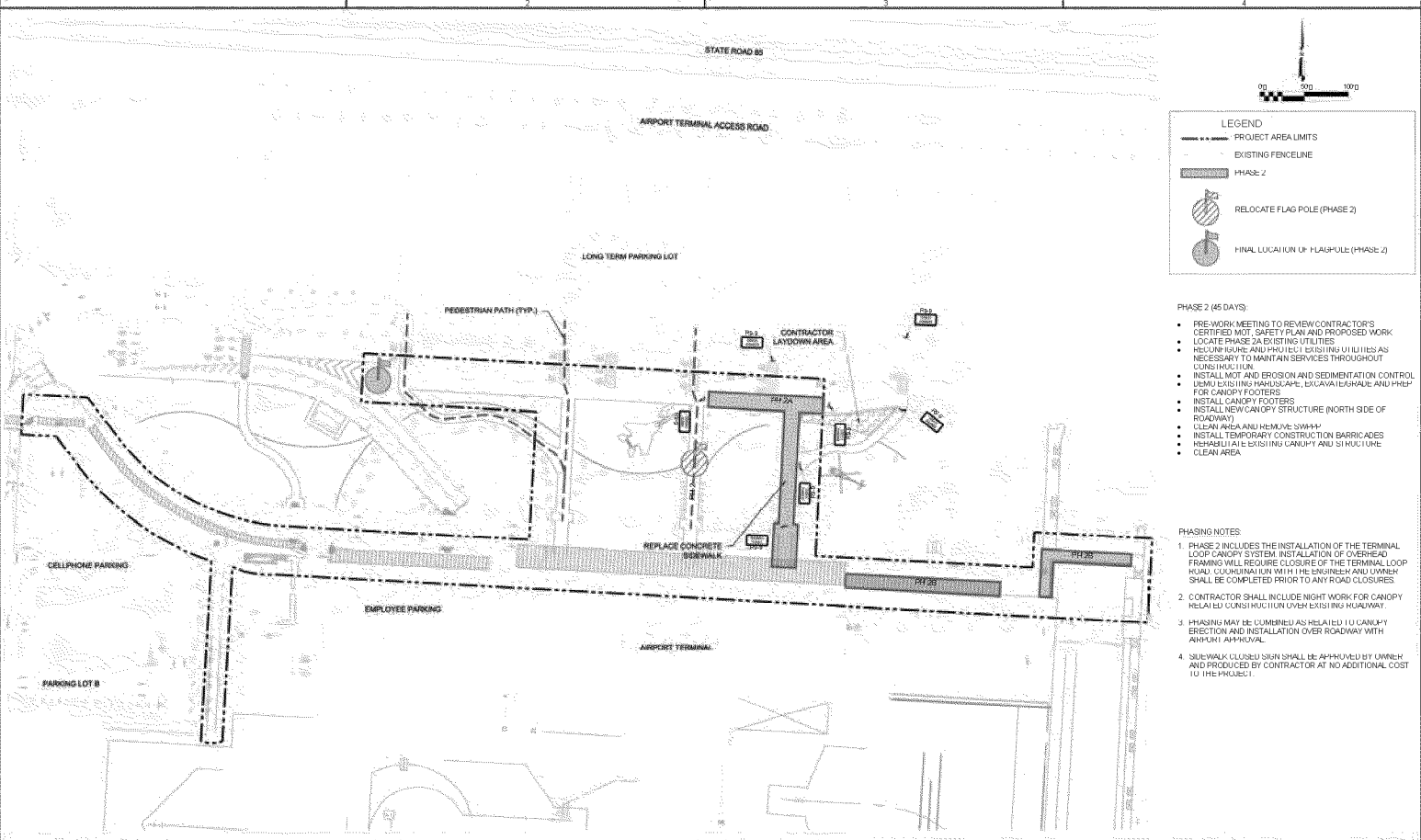
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 DESTIN - FORT WALTON BEACH AIRPORT
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 8541N/AFBL 5042

CONSTRUCT SHADE CANOPIES

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PHASING PLAN

G102



LEGEND

- PROJECT AREA LIMITS
- EXISTING FENCELINE
- PHASE 2
- RELOCATE FLAG POLE (PHASE 2)
- FINAL LOCATION OF FLAGPOLE (PHASE 2)

- PHASE 2 (45 DAYS)**
- PRE-WORK MEETING TO REVIEW CONTRACTOR'S CERTIFIED MOT, SAFETY PLAN AND PROPOSED WORK
 - LOCATE PHASE 2A EXISTING UTILITIES
 - RECONSTRUCT AND PATCH EXISTING UTILITIES AS NECESSARY TO MAINTAIN SERVICES THROUGHOUT CONSTRUCTION
 - INSTALL MOT AND EROSION AND SEDIMENTATION CONTROL
 - DEMO EXISTING HANDICAP, EXCAVATE AND PREP FOR CANOPY FOOTERS
 - INSTALL CANOPY FOOTERS
 - INSTALL NEW CANOPY STRUCTURE (NORTH SIDE OF ROADWAY)
 - CLEAN AREAS AND REMOVE SIGMA
 - INSTALL TEMPORARY CONSTRUCTION BARRICADES
 - REHABILITATE EXISTING CANOPY AND STRUCTURE
 - CLEAN AREA

- PHASING NOTES**
1. PHASE 2 INCLUDES THE INSTALLATION OF THE TERMINAL LOOP CANOPY SYSTEM. INSTALLATION OF OVERHEAD FRAMING WILL REQUIRE CLOSURE OF THE TERMINAL LOOP ROAD. CLOSURE WILL BE IN THE MORNING AND WORK SHALL BE COMPLETED PRIOR TO ANY ROAD CLOSURES.
 2. CONTRACTOR SHALL INCLUDE NIGHT WORK FOR CANOPY RELATED CONSTRUCTION OVER EXISTING ROADWAY.
 3. PHASING MAY BE COMBINED AS RELATED TO CANOPY ERECTION AND INSTALLATION OVER ROADWAY WITH AIRPORT APPROVAL.
 4. SIDEWALK CLOSURE SIGN SHALL BE APPROVED BY OWNER AND PRODUCED BY CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.

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DATE	DATE	SEPT. 2022
ISSUE	ISSUE	100% C.D.

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REV.	DATE - DESCRIPTION

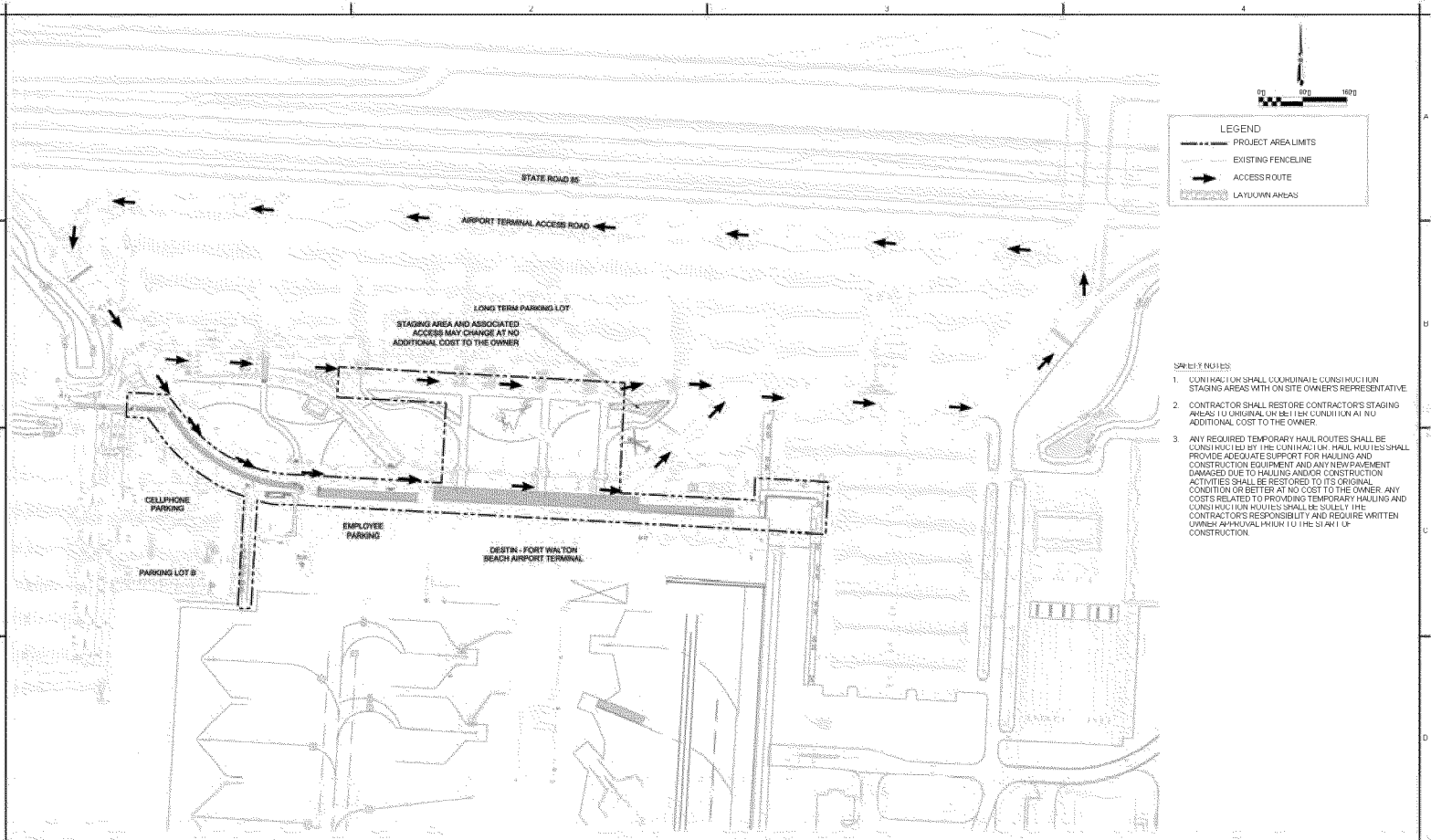
PORT WALTON BEACH AIRPORT
 YPS
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 1701 STATE RD. SW N
 DESTIN AP# FL 52642

CONSTRUCT SHADE CANOPIES

NOT ISSUED FOR CONSTRUCTION

PHASING PLAN

G103



LEGEND

- PROJECT AREA LIMITS
- - - EXISTING FENCELINE
- ACCESS ROUTE
- ▨ LAYOUT AREAS

- NOTES**
1. CONSTRUCTION SHALL COORDINATE CONSTRUCTION STAGING AREAS WITH ON SITE OWNER'S REPRESENTATIVE.
 2. CONTRACTOR SHALL RESTORE CONTRACTOR'S STAGING AREAS TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 3. ANY REQUIRED TEMPORARY HAUL ROUTES SHALL BE CONSTRUCTED BY THE CONSTRUCTION. HAUL ROUTES SHALL PROVIDE ADEQUATE SUPPORT FOR HAULING AND CONSTRUCTION EQUIPMENT AND ANY NEW PAVEMENT DAMAGED DUE TO HAULING AND/OR CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER. ANY COSTS RELATED TO PROVIDING TEMPORARY HAULING AND CONSTRUCTION ROUTES SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY AND REQUIRE WRITTEN OWNER APPROVAL PRIOR TO THE START OF CONSTRUCTION.



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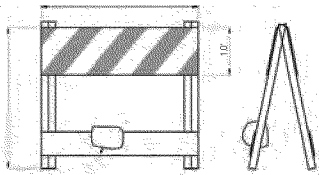
REVISIONS		
REV.	DATE	DESCRIPTION



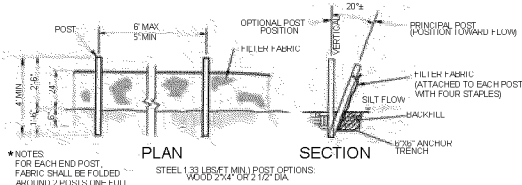
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BEACH AIRPORT
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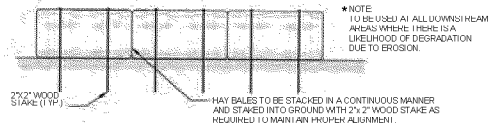
SAFETY AND SECURITY PLAN
G201



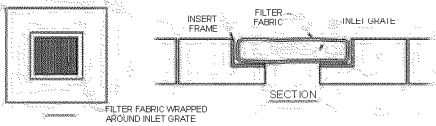
FDOT TYPE 1 BARRICADE DETAIL



2 SILT FENCE
N.T.S.

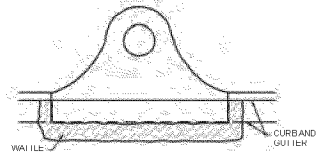


3 HAY BALE SEDIMENT BARRIER
N.T.S.



INLET PROTECTION WITH FILTER FABRIC

INLET GRATE TO BE WRAPPED WITH FILTER FABRIC AND SECURED IN FRAME TO BE APPLIED IN AREAS WHERE DROP INLET PROTECTION CANNOT BE APPLIED



5 INLET PROTECTION WATTLE DETAIL
N.T.S.

NOTES

1. THE SIZE OF DIAGONAL SHAPED TEMPORARY TRAFFIC CONTROL (TTC) WARNING SIGNS SHALL BE A MINIMUM OF 48" X 48"
2. FLUORESCENT ORANGE SHALL BE USED FOR ALL ORANGE COLORED WORK ZONE SIGNS.
3. THE SIGN SHIELDS, SYMBOLS AND MESSAGES CONTAINED ON THIS SHEET ARE PROVIDED FOR READY REFERENCE TO THOSE SIGNS USED IN THE DEVELOPMENT OF THE 102 SERIES OF INDEXES AND ARE COMMONLY USED IN THE DEVELOPMENT OF TRAFFIC CONTROL PLANS. FOR ADDITIONAL SIGNS AND SIGN DETAIL INFORMATION REFER TO THE STANDARD HIGHWAY SIGNS MANUAL AS SPECIFIED IN THE MUTCD. SPECIAL SIGNS FOR TRAFFIC CONTROL PLANS WILL BE AS APPROVED BY THE STATE TRAFFIC PLANS ENGINEER.
4. THE SIGN CODES SHOWN ON THIS SHEET ARE FOR THE PURPOSE OF IDENTIFYING CELL NAMES FOUND IN THE TRAFFIC CONTROL CELL LIBRARY (TCC CL).
5. THE STANDARD HIGHWAY SIGNS MANUAL SHOULD BE REFERENCED FOR THE OFFICIAL SIGN CODES FOR USE IN THE DEVELOPMENT OF TRAFFIC CONTROL PLANS.
6. SEE INDEX 700-102 FOR MORE SIGN DETAILS.



ENGINEER OF RECORD	JOB NO.:	VPS21001	REV. DATE DESCRIPTION	KEY LISTING
KYLE HOLLEY, P.E. FL P.E. #7263	DRAWN:	MC		
	DESIGN:	MM		
	CHECK:	MC		
	DATE:	SEPT, 2022		
	ISSUE:	100% C.D.		



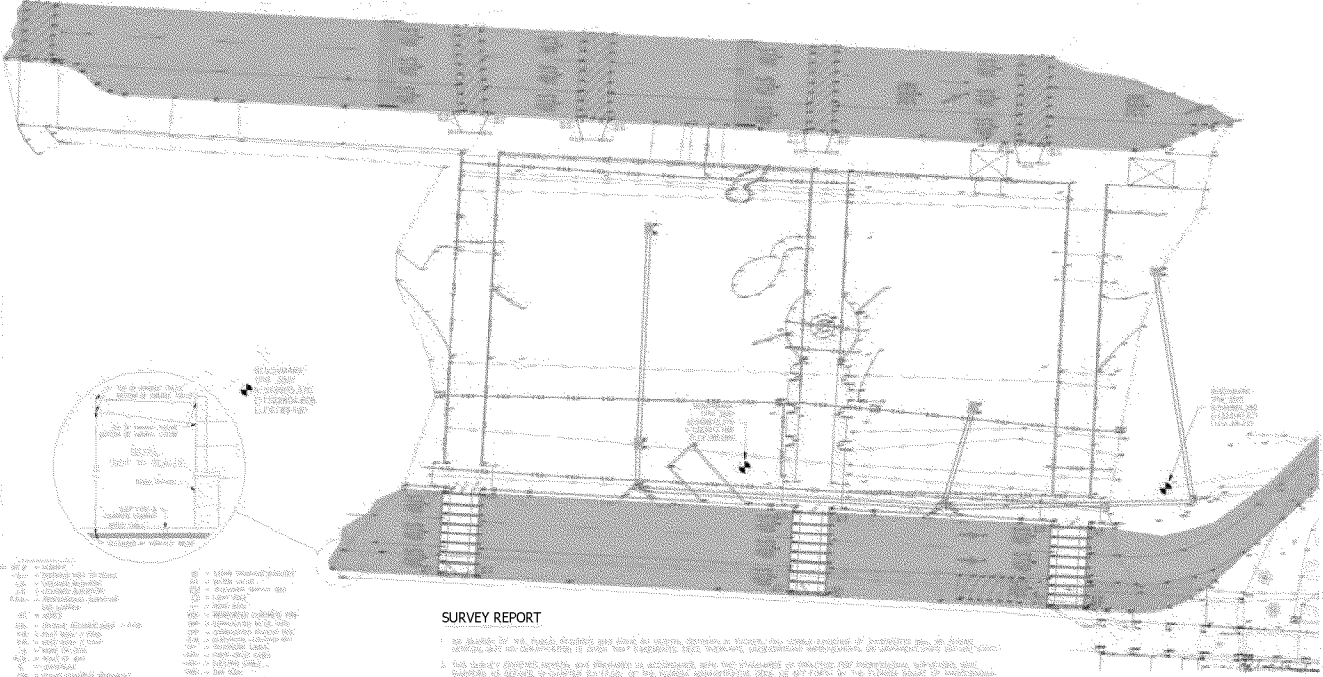
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BEACH AIRPORT
1701 STATE HWY 95 N
DESTIN FL 32542

CONSTRUCT SHADE CANOPIES

NOT ISSUED FOR CONSTRUCTION

SAFETY AND SECURITY
DETAILS

G202



SURVEY REPORT

1. We hereby certify that the above described work was done in accordance with the laws and regulations of the State of Florida, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the author or authors of the same.

2. We hereby certify that the above described work was done in accordance with the laws and regulations of the State of Florida, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the author or authors of the same.

3. We hereby certify that the above described work was done in accordance with the laws and regulations of the State of Florida, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the author or authors of the same.

4. We hereby certify that the above described work was done in accordance with the laws and regulations of the State of Florida, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the author or authors of the same.

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8. We hereby certify that the above described work was done in accordance with the laws and regulations of the State of Florida, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the author or authors of the same.

9. We hereby certify that the above described work was done in accordance with the laws and regulations of the State of Florida, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the author or authors of the same.

10. We hereby certify that the above described work was done in accordance with the laws and regulations of the State of Florida, and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the author or authors of the same.

SURVEY DATED FEBRUARY 22, 2022 AND BY
GCT Gustin, Cothran & Tucker, Inc.
 LAND SURVEYING
 121 Hart Street | Melbourne, FL 32978 | (850) 678-5148
 Fax: (850) 750-2400 | L.S. No. 3501
 www.gct-surveying.com



ENGINEER OF RECORD
 KYLE HOLLEY, P.E.
 H.M.P. #2241

REV	DATE	DESCRIPTION
1	SEPT. 2022	ISSUE FOR CONSTRUCTION

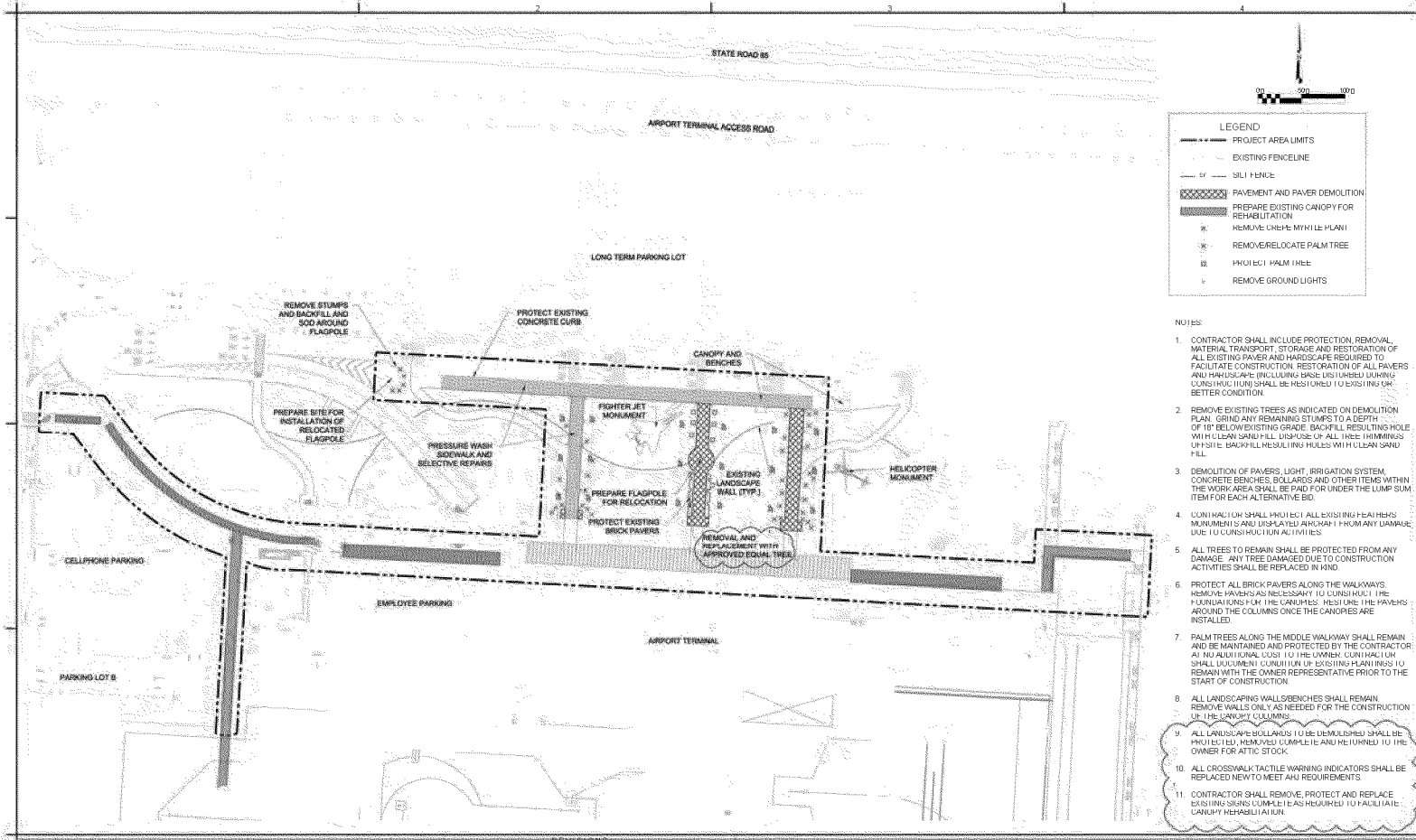


DESIGN - PORT WALTON BEACH AIRPORT
 1701 STATE RD. SE N
 EGLIN AFB FL 32542

CONSTRUCT SHADE CANOPIES

SURVEY PLAN
G300

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AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
 3810 NORTHDALE BLVD. STE. 170
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KYLE HULLY, P.E. FL.P.E. #7253	VPS1001	SEPT. 2022

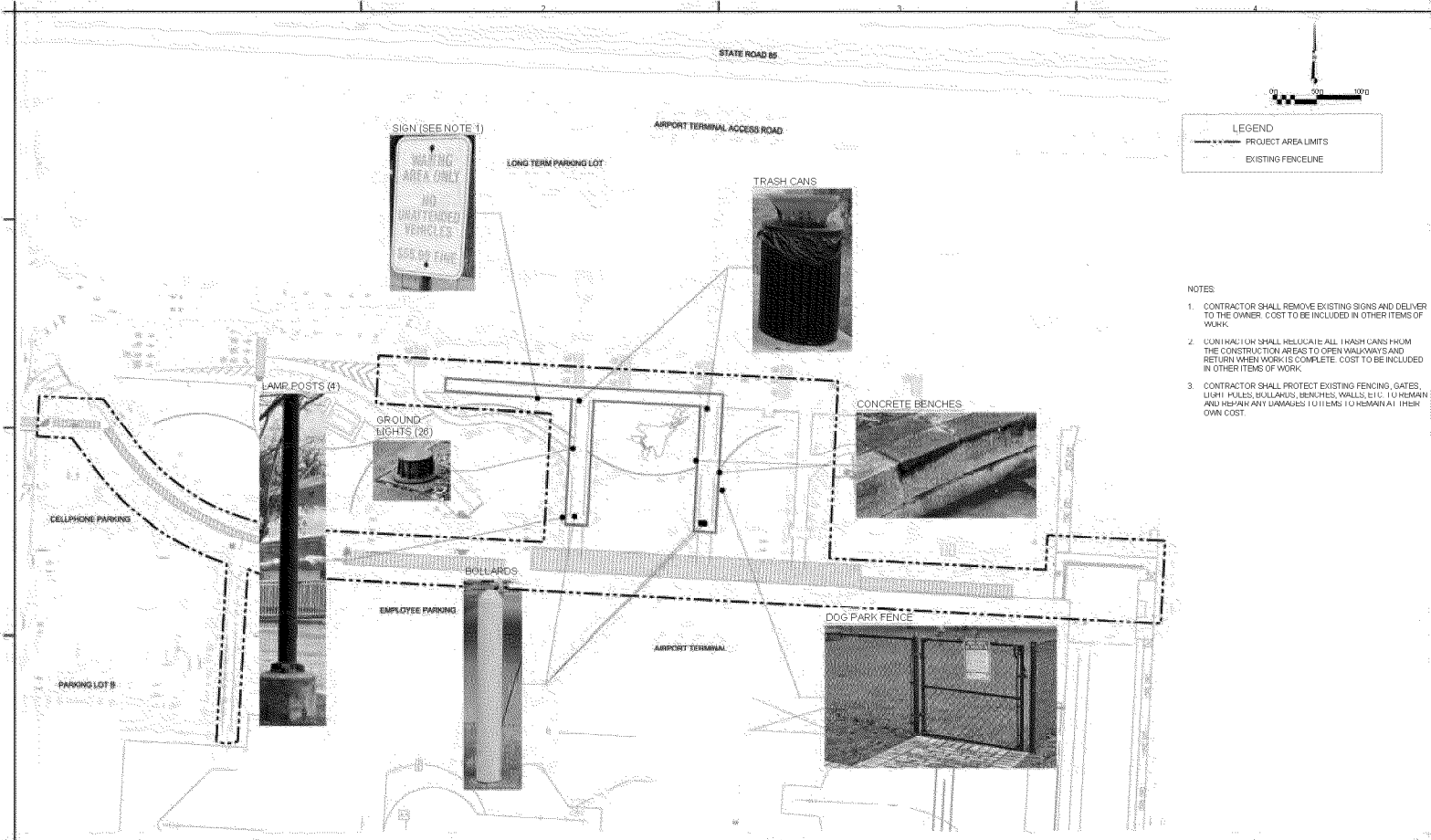
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1	11/09/2022	ISSUED FOR CONSTRUCTION



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 1701 STATE RD. SW N
 32414-0401 FL 32542

CONSTRUCT SHADE CANOPIES
 NOT ISSUED FOR CONSTRUCTION

EXISTING CONDITIONS AND DEMOLITION
G301



LEGEND

- PROJECT AREA LIMITS
- EXISTING FENCELINE

- NOTES**
1. CONTRACTOR SHALL REMOVE EXISTING SIGNS AND DELIVER TO THE OWNER. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
 2. CONTRACTOR SHALL REMOVE ALL TRASH CANS FROM THE CONSTRUCTION AREAS TO OPEN WALKWAYS AND RETURN WHEN WORK IS COMPLETE. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
 3. CONTRACTOR SHALL PROTECT EXISTING FENCING, GATES, LIGHT PILES, BOLLARDS, BENCHES, WALLS, ETC. TO REMAIN AND REPAIR ANY DAMAGES TO ITEMS TO REMAIN AT THEIR OWN COST.

AD
AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
 3810 NORTHDALE BLVD. STE. 170
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ENGINEER OF RECORD	KYLE HOLLEY, P.E. FL P.E. #2563
JOB NO.	YPS21001
DESIGN	RC
DESIGN	MM
CHECK	MC
DATE	SEPT. 2022
SCALE	100% C.D.

REV.	DATE	DESCRIPTION

PORT WALTON BEACH AIRPORT
 FLY VPS
 1701 STATE RD. 85 N
 EUSTON, FL 32542

CONSTRUCT SHADE CANOPIES

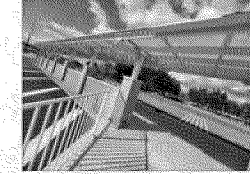
EXISTING INVENTORY
G302

NOT ISSUED FOR CONSTRUCTION

PHASE 1B
GUTTER REMOVAL AND REPLACEMENT COMPLETE.

STATE ROAD 85

PHASE 1B
TYPICAL STRUCTURAL SUPPORT EXISTING CONDITION



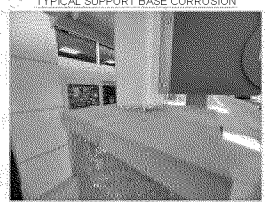
LONG TERM PARKING LOT

AIRPORT TERMINAL ACCESS ROAD



LEGEND
PROJECT AREALIMITS
EXISTING FENCELINE

PHASE 1B
TYPICAL SUPPORT BASE CORROSION



TYPICAL TRANSITION CANOPY CONDITION



PHASE 1B
TYPICAL SUPPORT STEEL CORROSION



TYPICAL PAINT DELAMINATION AND CORROSION



CELLPHONE PARKING

EMPLOYEE PARKING

PHASE 1B
NORTHSOUTH CANOPY CONDITION (FACING NORTH)

AIRPORT TERMINAL



PARKING LOT B

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ENGINEER OF RECORD	JOB NO.	REV. 1	DATE	DESCRIPTION
KYLE HOLLEY, P.E. FL P.E. #2593	VPS21001	RC		
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REV. NO.	DATE	DESCRIPTION	BY	CHKD.



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BEACH AIRPORT
1701 STATE RD. 55 N
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CONSTRUCT SHADE CANOPIES

WEST CANOPY EXISTING
INVENTORY (PH 1B)

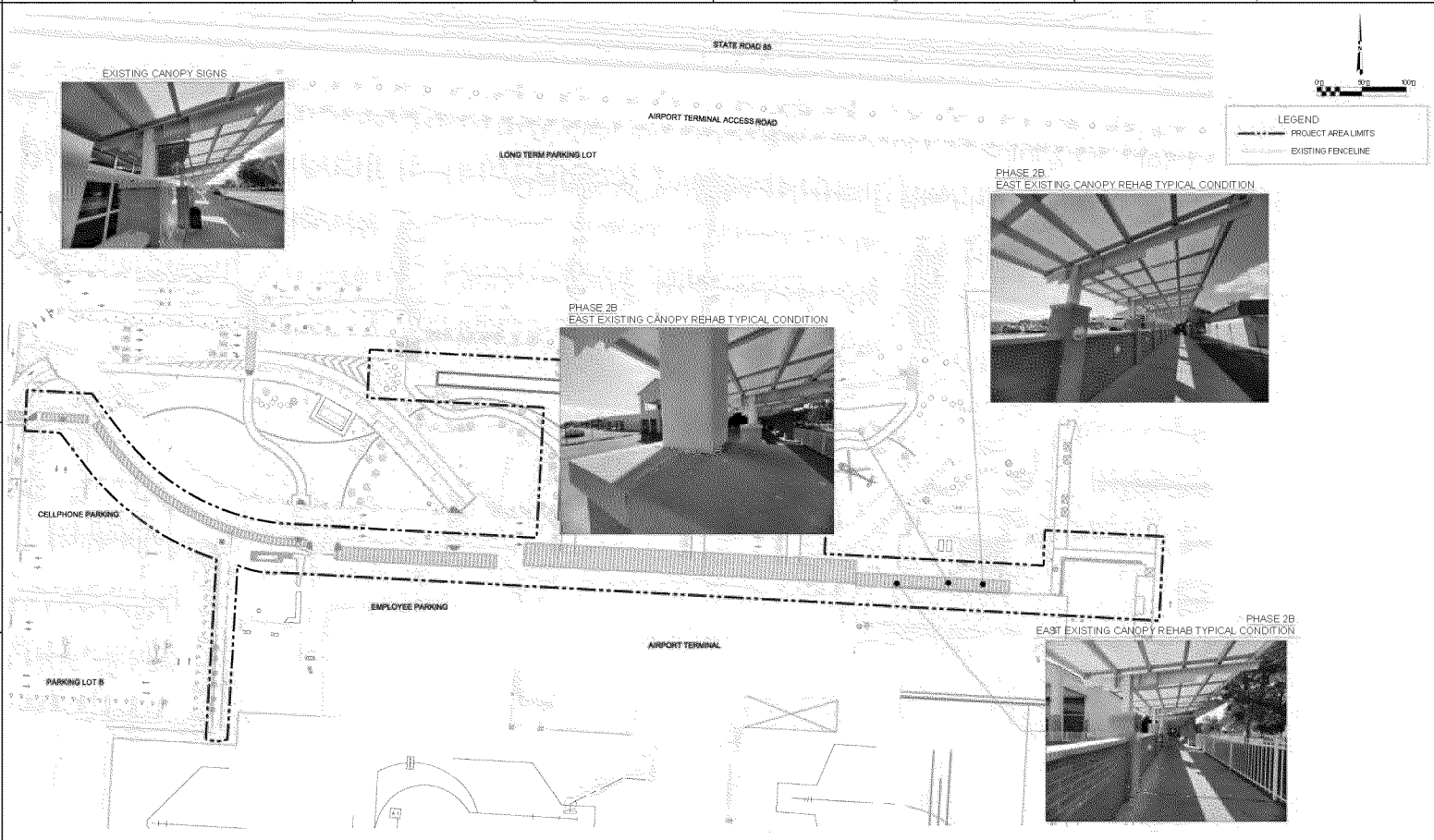
G304

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 3810 NORTHDALE BLVD, STE. 170
 Florida Cert. of Authorization 28731

ENGINEER OF RECORD:	JOB NO:	VPS21001
KYLE HULLY, P.E.	DESIGN:	RC
FL P.E. #2593	CHECK:	MM
	DATE:	SEPT. 2022
	ISSUE:	100% C.D.

REV	DATE	DESCRIPTION

DESTIN - FORT WALTON BEACH AIRPORT
 1701 STATE RD. 85 N
 ESTATESVILLE, FL 32642

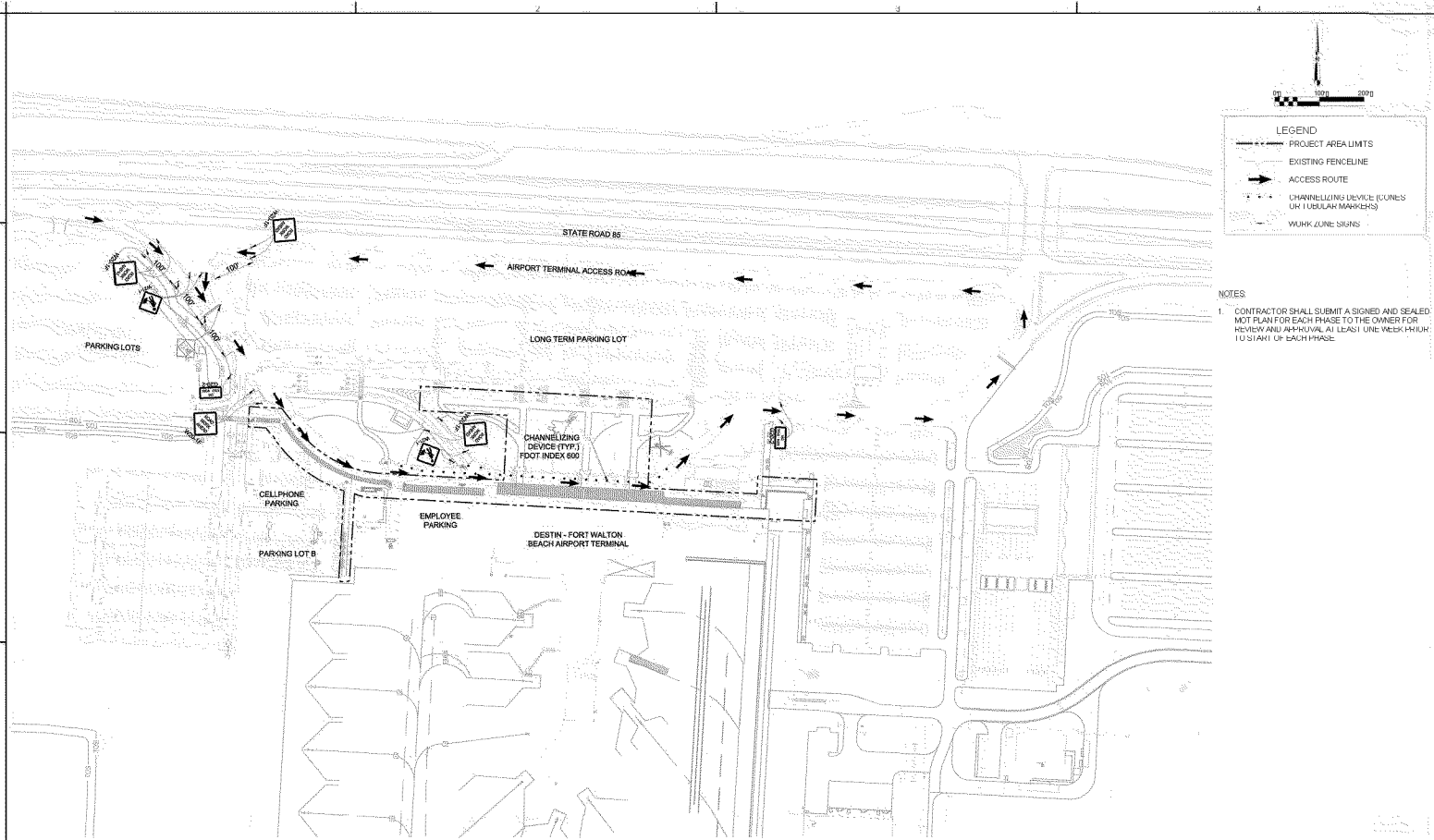
FLY VPS
 FORT WALTON BEACH AIRPORT

CONSTRUCT SHADE CANOPIES

NOT ISSUED FOR CONSTRUCTION

EAST CANOPY EXISTING INVENTORY (PH 2B)

G305



LEGEND

- PROJECT AREA LIMITS
- - - EXISTING FENCELINE
- ACCESS ROUTE
- CHANNELLING DEVICE (CURNS OR TUBULAR MARKERS)
- WORK ZONE SIGNS

NOTES

- CONTRACTOR SHALL SUBMIT A SIGNED AND SEALED MOT PLAN FOR EACH PHASE TO THE OWNER FOR REVIEW AND APPROVAL AT LEAST ONE WEEK PRIOR TO START OF EACH PHASE.



ENGINEER OF RECORD KYLE HOLLEY, P.E. F.L.P.S. #72862	JOB NO.	VPS21001	REVISIONS		
	DRAWN	RC	REV.	DATE	DESCRIPTION
	DESIGN	NM			
	CHECK	MC			
	DATE	SEPT_2022			
ISSUE	11/17/2022				



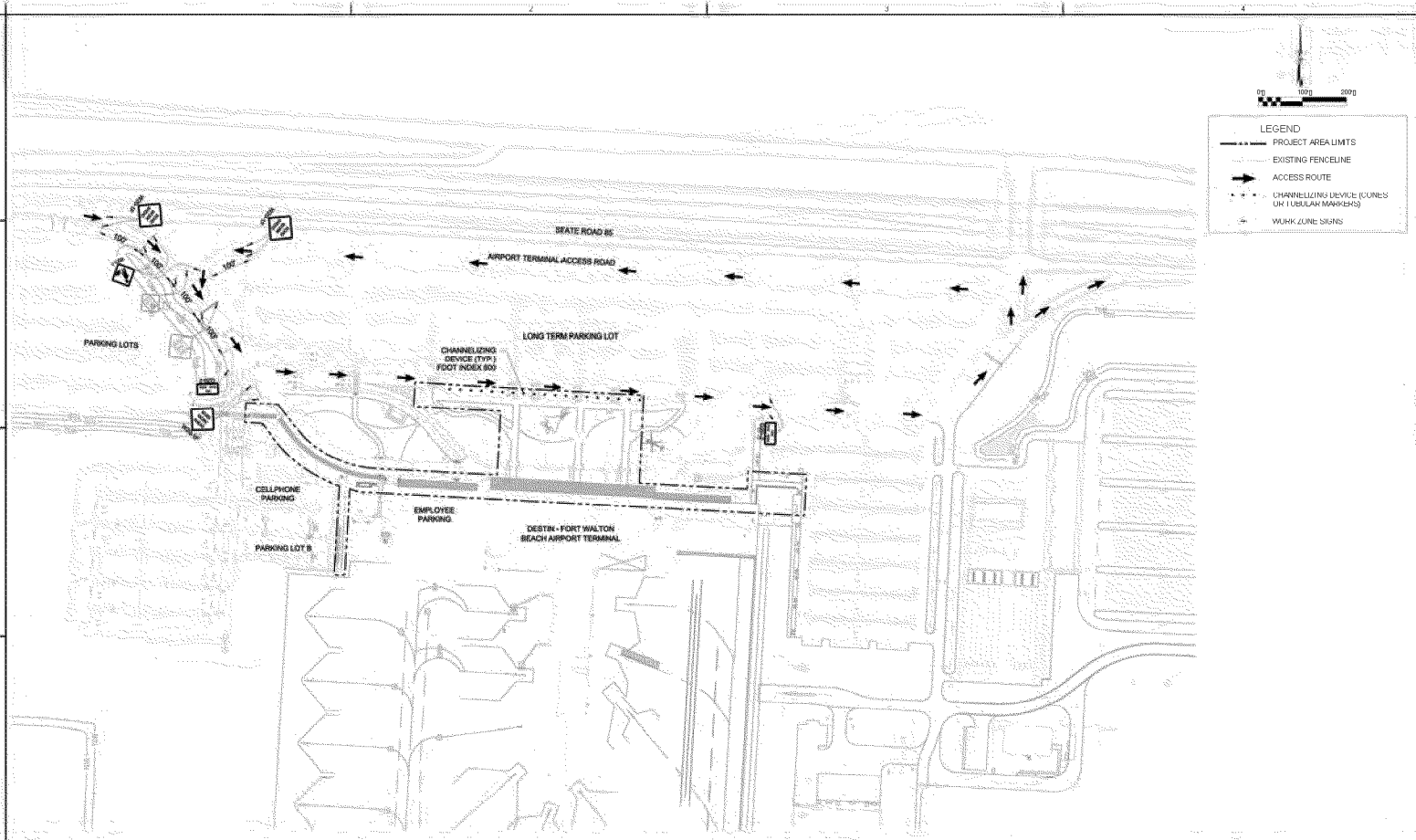
DESTIN - FORT WALTON BEACH AIRPORT
1701 STATE RD. 85 N
EGUN AFB FL 32542

CONSTRUCT SHADE CANOPIES

NOT ISSUED FOR CONSTRUCTION

MAINTENANCE OF TRAFFIC PLAN

C040



ENGINEER OF RECORD	JOB NO.	SPR21001
KYLE HOLLEY, P.E. P.L.C. # 4264	DRAWN	RC
	DESIGN	NM
	CHECK	MC
	DATE	SEPT. 2022
	ISSUE	100% C.D.

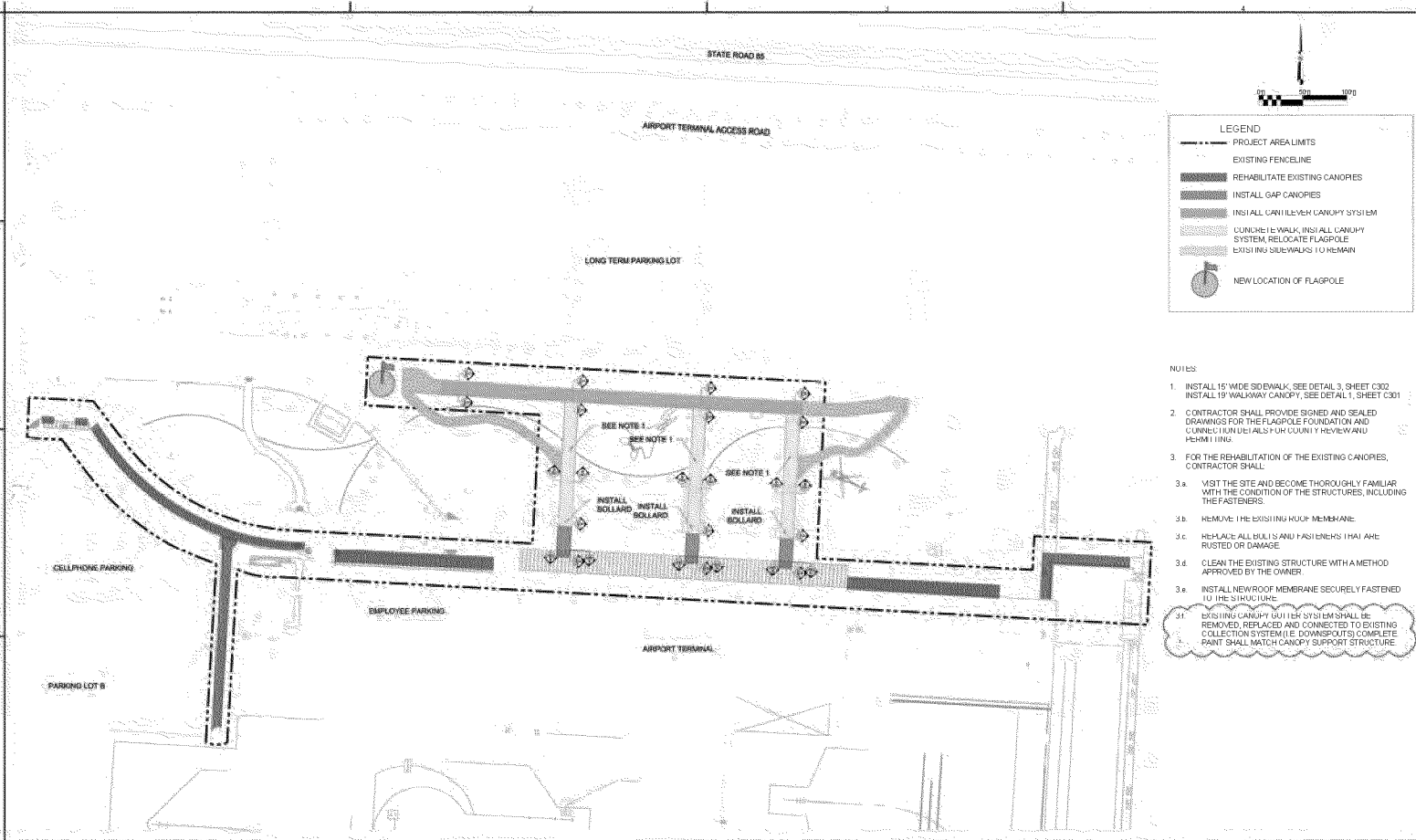
REV.	DATE	DESCRIPTION



DESTIN-FORT WALTON
BEACH AIRPORT
1701 STATE RD. 85 N
EGUN AFB FL 32542

CONSTRUCT SHADE CANOPIES
NOT ISSUED FOR CONSTRUCTION

MAINTENANCE OF TRAFFIC
PLAN
C041



LEGEND

- PROJECT AREA LIMITS
- EXISTING FENCELINE
- REHABILITATE EXISTING CANOPIES
- INSTALL GAP CANOPIES
- INSTALL CANILEVEN CANOPY SYSTEM
- CURB/REI WALK, INSTALL CANOPY SYSTEM, RELOCATE FLAGPOLE
- EXISTING SIDEWALKS TO HIGHWAY
- NEW LOCATION OF FLAGPOLE

- NOTES**
1. INSTALL 15' WIDE SIDEWALK, SEE DETAIL 3, SHEET C302
 2. INSTALL 15' WALKWAY CANOPY, SEE DETAIL 1, SHEET C301
 3. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED DRAWINGS FOR THE FLAGPOLE FOUNDATION AND CURB/REI WALK DETAILS FOR COUNTY REVIEW AND PERMITS (ENG)
 3. FOR THE REHABILITATION OF THE EXISTING CANOPIES, CONTRACTOR SHALL
 - 3.a. VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH THE CONDITION OF THE STRUCTURES, INCLUDING THE FASTENERS
 - 3.b. REMOVE THE EXISTING HOOP MEMBRANE
 - 3.c. REPLACE ALL BOLTS AND FASTENERS THAT ARE RUSTED OR DAMAGE
 - 3.d. CLEAN THE EXISTING STRUCTURE WITH A METHOD APPROVED BY THE OWNER
 - 3.e. INSTALL NEW ROOF MEMBRANE SECURELY FASTENED TO THE STRUCTURE
 - 3.f. EXISTING CANOPY GUTTER SYSTEM SHALL BE REMOVED, REPLACED AND CONNECTED TO EXISTING COLLECTION SYSTEM (I.E. DOWNSPOUTS) COMPLETE PAINT SHALL MATCH CANOPY SUPPORT STRUCTURE



ENGINEER OF RECORD
 KYLE HOLLEY, P.E.
 F.L.P.C. # 26527

JOB NO.	SPR21001
DRAWN	RC
DESIGN	MM
CHECK	MC
DATE	SEPT. 2022
ISSUE	10/26/22

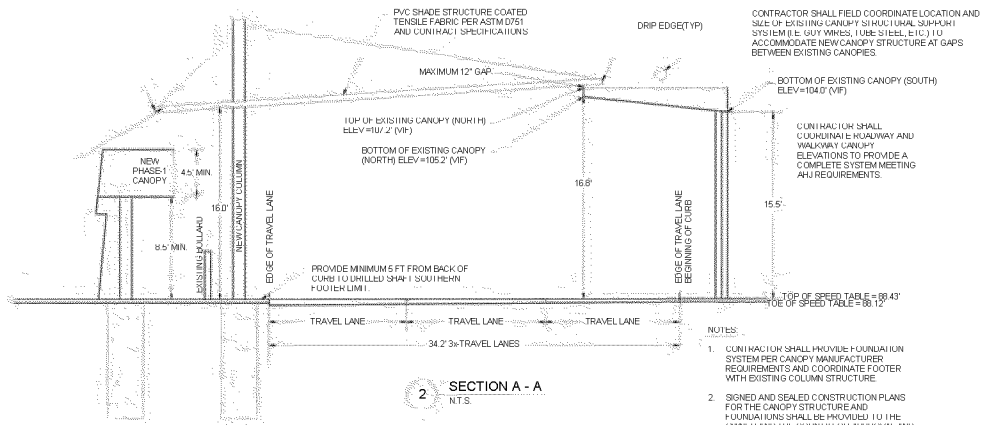
REVISIONS	
REV.	DATE - DESCRIPTION



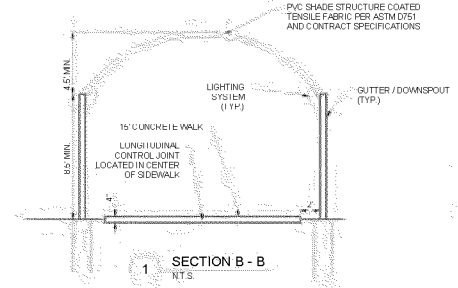
DESTIN - FORT WALTON BEACH AIRPORT
 1701 STATE RD. 85 N
 EGUN AFB FL 32542

CONSTRUCT SHADE CANOPIES
 NOT ISSUED FOR CONSTRUCTION

SITE PLAN
C101

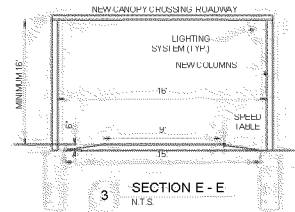


2 SECTION A - A
N.T.S.



1 SECTION B - B
N.T.S.

- NOTES:
- CONTRACTOR SHALL PROVIDE FOUNDATION SYSTEM PER CANOPY MANUFACTURER REQUIREMENTS AND COORDINATE FOOTER WITH EXISTING COLUMN STRUCTURE.
 - IGNED AND SEALED CONSTRUCTION PLANS FOR THE CANOPY STRUCTURE AND FOUNDATIONS SHALL BE PROVIDED TO THE OWNER AND THE COUNTY FOR APPROVAL AND PERMITTING.
 - ALL DOWNSPOUTS SHALL HAVE SPLASH BLOCKS INSTALLED IN PROPER SIZE AND ORIENTATION TO CARRY THE WATER TO GRASS AREAS.
 - CONTRACTOR SHALL PROVIDE GUTTERS, DOWNSPOUTS, AND SPLASH PLATES AS REQUIRED TO DIRECT RAIN WATER TO THE INLETS IN THE GRASS AREAS. REGRADE AND BE SOD AS NECESSARY TO PROVIDE POSITIVE DRAINAGE AND AVOID WATER STANDING. COST IS INCLUDED IN THE LUMP-SUM PRICE FOR EACH ALTERNATE BID.
 - CONTRACTOR SHALL VERIFY EXISTING GRADES ON THE CONCRETE SIDEWALKS AND MATCH EXISTING. ALL TREES SHALL BE REMOVED UNDER THE EXISTING SIDEWALKS AND SOIL COMPACTED BEFORE THE NEW CONCRETE IS POURED.
 - INSTALL 6-INCH DIAMETER ALUMINUM GUTTERS AND DOWNSPOUTS AT EACH COLUMN LOCATION AS REQUIRED BY THE CANOPY MANUFACTURER. INCLUDE SPLASH BLOCKS AT EACH DOWNSPOUT FOR EROSION CONTROL. INCLUDE GRAVEL BEDDING AS REQUIRED.



3 SECTION E - E
N.T.S.



ENGINEER OF RECORD	JOB NO.	VPS21001
DRAWN	HC	
DESIGN	MM	
CHECK	MC	
DATE	SEPT, 2022	
ISSUE	100% C.D.	

REV.	DATE	DESCRIPTION

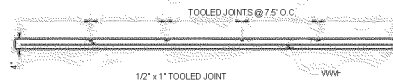
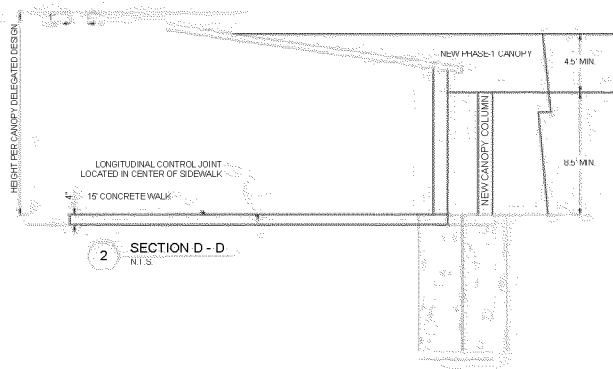
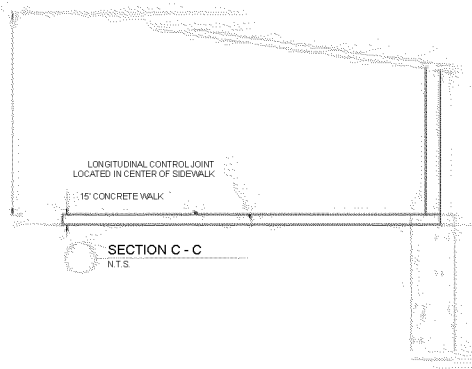
DESTIN - FORT WALTON
BEACH PARKWAY
1701 STATE HWY 85 N
EQUIP #19 HL5242

CONSTRUCT SHADE CANOPIES

NOT ISSUED FOR CONSTRUCTION

SITE DETAILS

C301



- NOTES
1. MATCH FINISH OF EXISTING SIDEWALK.
 2. CONSTRUCTION JOINTS SHALL BE INSTALLED BETWEEN CURBS IN PLACE OF JOINTS AS SHOWN TO MATCH CURB JOINTING PATTERN.
 3. INSTALL 6X6 - W1.4X W1.4 W/M REINFORCEMENT.
 4. INSTALL 12" SAWCUT TO 1" DEPTH CONTROL JOINT IN SLAB WITH GREY SEALANT.
 5. INSTALL 12" EXPANSION JOINT AT JUNCTION TO EXISTING CONCRETE SLAB ON GROUND.
 6. EXHUM FINISH CONCRETE SURFACE.
- LONGITUDINAL SECTION
- SEE PLAN FOR WIDTH
- 4" 12"
- TYP. 12" MIN. SUB-GRADE COMPACTED TO 95% (AASHTO 1-18)
- 3000 PSI FIBER MIX CONCRETE AND SAWCUT CONTROL JOINTS AT 75' ON CENTERS CONSTRUCTED BY FDOT INDEX #010
- 3 TYPICAL SIDEWALK**
N.T.S.



ENGINEER OF RECORD:	JOB NO.:	VPS27001	REV. DATE DESCRIPTION
DRAWN:	RC		
DESIGN:	MM		
CHECK:	MC		
DATE:	SEPT., 2022		
ISSUE:	100% C.D.		



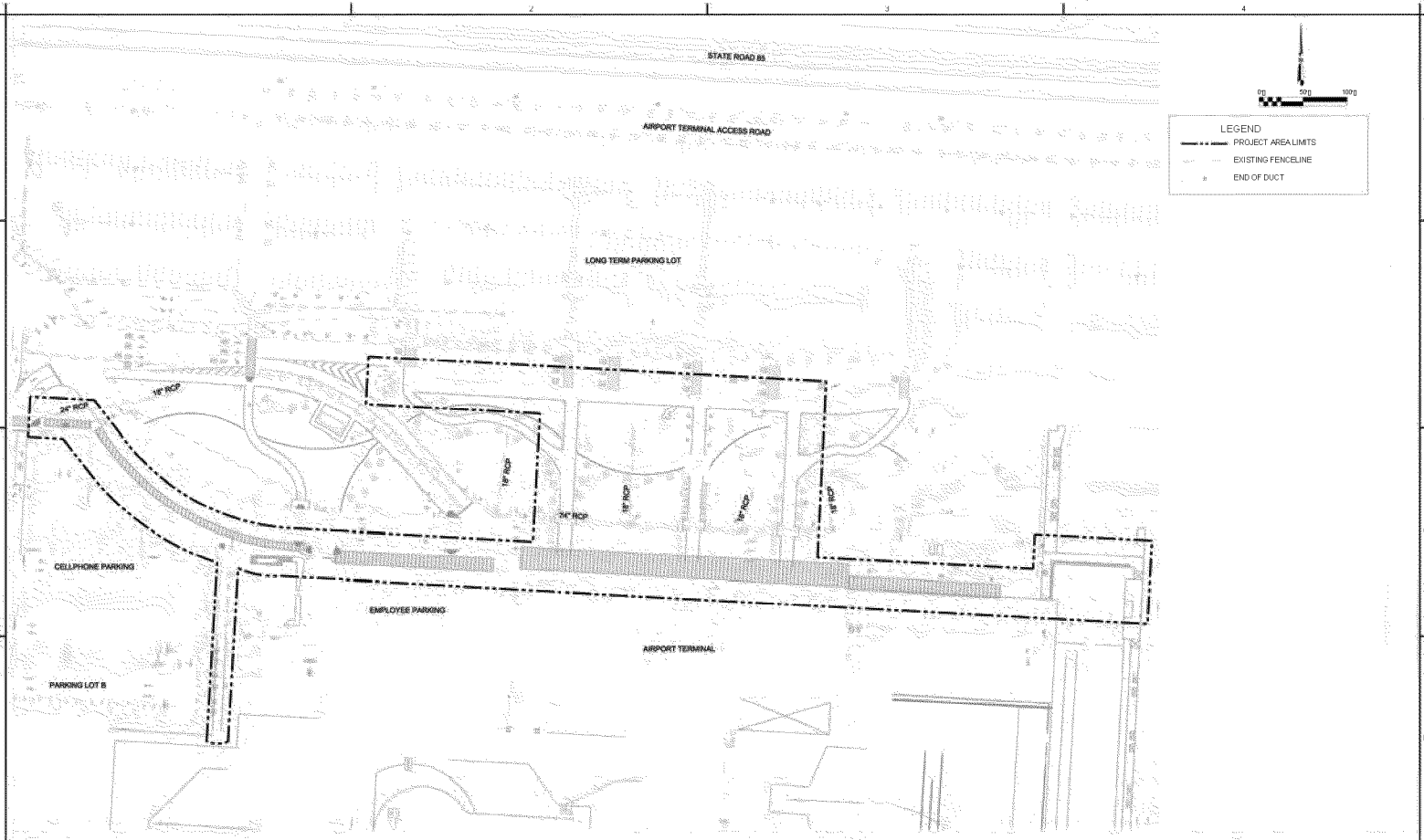
DESTIN - FORT WALTON
BEACH AIRPORT
T/01 STATE HW 85 N
EQUIV #19 FL 52642

CONSTRUCT SHADE CANOPIES

SITE DETAILS

NOT ISSUED FOR CONSTRUCTION

C302



LEGEND

- PROJECT AREA LIMITS
- - - EXISTING FENCELINE
- END OF DUCT

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

ENGINEER OF RECORD	JOB NO.	VPST001
RYLE HOLLEY, P.E. FL P.E. # 2867	DRAWN	RC
	DESIGN	NM
	CHECK	MC
	DATE	SEPT. 2022
	ISSUE	100% C.D.

REVISIONS	
REV.	DATE / DESCRIPTION



DESTIN - FORT WALTON BEACH AIRPORT
1701 STATE RD. 85 N
EGUN AFB FL 32542

CONSTRUCT SHADE CANOPIES

NOT ISSUED FOR CONSTRUCTION

EXISTING UTILITY PLAN

C601



ADDENDUM 3

November 30, 2022

ITB AP 03-23

Construct Shade Canopies at Destin-Fort Walton Beach Airport

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact Okaloosa County Board of County Commissioners – Purchasing Department to determine if addenda were issued and to make such addenda a part of their proposal.

This addendum is to provide an updated bid sheet.

The bid opening date remains December 7, 2022 at 3:00 P.M.

Note: This Addendum shall be included in the submitted proposal.

BID SCHEDULE - UNIT PRICES

CONTRACTOR: _____ **DATE:** _____

AIRPORT NAME: DESTIN-FORT WALTON BEACH AIRPORT
PROJECT DESCRIPTION: CONSTRUCT SHADE CANOPIES

BID SCHEDULE

Quote Item No.	Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
Schedule A	BASE BID	<u>Covered Sidewalk (at Secondary Curb)</u> _____ dollars and _____ cents	LS	1		
		<u>Owners Allowance - Signage</u> <u>One Hundred Fifty Thousand dollars</u> and <u>zero</u> _____ cents	AL	1	\$150,000.00	
Schedule B	BID ALTERNATE - 1	<u>Covered Walkways (from Primary to Secondary Curb)</u> _____ dollars and _____ cents	LS	1		
Schedule C	BID ALTERNATE - 2	<u>Covered Crossings (at Primary Curb)</u> _____ dollars and _____ cents	LS	1		
Schedule D	BID ALTERNATE - 3	<u>Rehabilitate Existing Canopies</u> _____ dollars and _____ cents	LS	1		

Schedule E		<u>Replace isolated concrete slabs and associated work</u> dollars and cents	SF	6,600		
Schedule F		<u>Concrete Repair: Slab Replacement, Full Depth Corner Repairs, and Spall Repairs</u> dollars and cents	SF	100		
Schedule G		<u>Concrete Crack Routing and Sealing</u> dollars and cents	LF	500		
Schedule H		<u>Grinding of Concrete Joints</u> dollars and cents	LF	500		
Schedule I		<u>Pressure Wash Concrete Walkways</u> dollars and cents	SF	1,000		
Schedule J		<u><i>Tree Removal – (includes removal and replacement of damaged palm tree)</i></u> dollars and cents	EA	25		
Schedule K		<u>Tree Stump Grinding</u> dollars and cents	EA	16		

Owner may select one or all the bid schedules identified above based on funding availability. The award will be to the Contractor with the lowest bid for any combination of the above schedules the Owner chooses to complete.

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

TOTAL BASE BID (amount in words):

_____ Dollars and
_____ cents
(\$ _____)
(amount in numbers)

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

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

Dated and signed at _____, this _____ day of _____, 2022.

(Name of Bidder)

(Authorized Signature)

(Title)

(Mailing Address)

(City, State, Zip)

(Federal ID No. or SS No.)

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Government Debarment & Suspension**Instructions**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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


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

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

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

Robert A. Fabbro, President

Printed Name and Title of Authorized Representative



Signature

December 7, 2022

Date

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate Whitesell-Green, 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: December 7, 2022

SIGNATURE: 

COMPANY: Whitesell-Green, Inc.

NAME: Robert A. Fabbro
(Typed or Printed)

ADDRESS: PO 2849
Pensacola, FL 32513

TITLE: President

E-MAIL: rfabbro@whitesell-green.com

PHONE NO.: 850-434-5311

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CLAUSES

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

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

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

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

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

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

Records Retention

The Contractor 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 County at all times during the period of this Agreement and for **five years** after final payment is made. Copies of these records shall be furnished to the County upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and any subcontractors considered necessary by the County for a proper audit of costs.

Restrictions, Prohibitions, Controls and Labor Provisions

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287 .017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

Insurance

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 subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

If the Contractor elects to self-perform the Project, then the Contractor may self-insure. If the Contractor elects to hire a contractor or consultant to perform the Project, then the Contractor shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under the is Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Contractor shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Contractor 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 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.

Construction Certification

The Contractor hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

A. Federal Requirements

- 1) FAA AC 70/7460-1, Obstruction Marking and Lighting
- 2) FAA AC 150/5300-13, Airport Design
- 3) FAA AC 150/5370-2, Operational Safety on Airports During Construction
- 4) FAA AC 150/5370-10, Standards for Specifying Construction of Airports

B. Local Government Requirements

- 5) Local Building Codes
- 6) Local Zoning Codes

C. FDOT Department Requirements

- 7) Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- 8) Manual on Uniform Traffic Control Devices
- 9) Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- 10) Standard Specifications for Construction of General Aviation Airports
- 11) Design Guidelines & Minimum Standard Requirements for T -Hangar Projects

D. Project Certifications. Certify Project compliances, including:

- 12) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 13) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 14) Completed construction complies with all applicable local building codes.
- 15) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

E. Design Development For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 16) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 17) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 18) The Project Engineer shall perform a review of the certification requirements listed in Section B .2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 19) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Exhibit C

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.0.1 *AASHTO – The American Association of State Highway and Transportation Officials, the successor association AASHO.*
- 1.0.2 *ACCESS ROAD – The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.*
- 1.1. **Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Project Requirements or the Contract Documents.
 - 1.1.1 *ADVERTISEMENT – A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.*
- 1.2. **Agreement** – The written contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 - 1.2.1 *AIP – The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.*
 - 1.2.2 *AIR OPERATIONS AREA – For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.*
 - 1.2.3 *AIRPORT – Airport means the area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.*
- 1.3. **Application for Payment** – The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4. **Asbestos** – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 1.4.1 *ASTM – The American Society for Testing and Materials.*
 - 1.4.2 *AWARD – The acceptance, by the Owner, of the successful contractor's proposal.*

- 1.5. **Bid** – The offer or proposal of the contractor submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.5.1 *CONTRACTOR* – Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
- 1.6. **Project Documents** – The advertisement or invitation to Bid, instructions to contractors, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7. **Project Requirements** – The advertisement or invitation to Bid, instructions to contractors, and the Bid Form.
- 1.7.1 *BUILDING AREA* – An area on the airport to be used, considered, or intended to be used for airport buildings, or other facilities or rights-of-way together with all airport buildings and facilities located thereon.
- 1.8. **Bonds** – Performance and Payment bonds and other instruments of security.
- 1.8.1 *CALENDAR DAY* – Every day shown on the calendar.
- 1.8.2 *CERTIFICATES OF COMPLIANCES* – Written statements by the manufacturer stating the material furnished is in conformance with the Specifications.
- 1.9. **Change Order** – A document recommended by Engineer, 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, issued on or after the Effective Date of the Agreement. *The work covered by a change order shall be within the scope of the contract.*
- 1.10. **Contract Documents** – The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and Engineer's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.
- 1.11. **Contract Price** – The money payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).
- 1.12. **Contract Times** – The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.13.
- 1.12.1 *CONTRACT ITEM (PAY ITEM)* – A specific unit of work for which a price is provided in the Contract.

- 1.13. **Contractor** – The person, firm or corporation with whom Owner has entered into the Agreement.
- 1.14. **Defective** – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or 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 14.8 or 14.10).
- 1.14.1 *DRAINAGE SYSTEM* – *The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.*
- 1.15. **Drawings** – The drawings which show the scope, extent, and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by Engineer and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.16. **Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.17. **Engineer** – The person, firm, or corporation named as such in the Agreement.
- 1.18. **Engineer's Consultant** – A person, firm, or corporation having a contract with Engineer to furnish services as Engineer's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions. *The following list of independent professional associates and consultants are considered the Engineer's consultant for this Construction Contract: AVCON, Inc.*
- 1.18.1 *EQUIPMENT* – *All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.*
- 1.18.2 *EXTRA WORK* – *An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which if found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.*
- 1.18.3 *FAA* – *The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.*
- 1.18.4 *FEDERAL SPECIFICATIONS* – *The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Activity, Printed Materials Supply Division, Building 197, Naval Weapons Plant, Washington, D.C. 20407.*
- 1.19. **Field Order** – A written order issued by Engineer which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.
- 1.20. **General Requirements** – Sections of Division 1 of the Specifications.

- 1.21. **Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.22. *1.21.1 INSPECTOR – An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.*
- 1.21.2 INTENTION OF TERMS – Whenever, in these specifications or on the plans, the words, "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "Satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.*
- 1.21.3 LABORATORY – The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.*
- 1.22. **Laws and Regulations** **Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- 1.23. **Liens** – Liens, charges, security interests, or encumbrances upon real property or personal property.
- 1.23.1 LIGHTING – A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.*
- 1.23.2 MAJOR AND MINOR CONTRACT ITEMS – A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 25 percent of the total amount of the award contract. All other items shall be considered minor contract items.*
- 1.23.3 MATERIALS – Any substance specified for use in the construction of the Contract work.*
- 1.23.4 MIL SPECIFICATIONS – The Military Specifications and Standard, and indices thereto, that are prepared and issued by the Department of Defense.*
- 1.24. **Milestone** – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.25. **Notice of Award** – The written notice by Owner to the apparent successful contractor stating that upon compliance by the apparent successful contractor with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- 1.26. **Notice to Proceed** – A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

- 1.26.1 *FDOT – The Florida State Department of Transportation. When used to designate a person, FDOT shall mean the commissioner or his duly authorized representative.*
- 1.27. **Owner** – The public body or authority, corporation, association, firm, or person with whom Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.28. **Partial Utilization** – Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.28.1 *PAVEMENT – The combined surface course, base course, and subbase course, if any, considered as a single unit.*
- 1.28.2 *PAYMENT BOND – The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.*
- 1.29. **PCBs** – Polychlorinated biphenyls.
- 1.29.1 *PERFORMANCE BOND – The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.*
- 1.30. **Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.30.1 *PLANS – The official drawings or exact reproductions which show the location, character, dimensions, and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.*
- 1.31. **Project** – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.31.1 *PROPOSAL – (See Bid).*
- 1.32. **Radioactive Material** – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.33. **Resident Project Representative** - The authorized representative of Engineer who may be assigned to the site or any part thereof.
- 1.33.1 *RUNWAY – The area on the airport prepared for the landing and takeoff of aircraft.*
- 1.34. **Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

- 1.35. **Shop Drawings** – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.35.1 **SPECIAL PROVISIONS** – The specific clauses setting forth conditions or requirements peculiar to the project under consideration, covering work or materials involved in the proposal and estimate, which are not thoroughly or satisfactorily stipulated in these specifications.
- 1.36. **Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.36.1 *SPONSOR* – For AIP Contracts, the term Sponsor shall have the meaning as the term Owner.
- 1.36.2 *STRUCTURES* – Airport facilities such as bridges; culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
- 1.37. **Subcontractor** – An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for performance of a part of the Work at the site.
- 1.37.1 *SUBGRADE* – The soil which forms the pavement foundation.
- 1.37.2 *SUPERINTENDENT* – The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instruction from the Engineer, and who shall supervise and direct the construction.
- 1.38. **Substantial Completion** – The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 1.38.1 *SUPPLEMENTAL AGREEMENT* – A written agreement between the Contractor and the Owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.
- 1.39. **Supplementary Conditions** – The part of the Contract Documents which amends or supplements these General Conditions.
- 1.40. **Supplier** – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

- 1.40.1 *SURETY* – The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.
- 1.40.2 *TAXIWAY* – For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.
- 1.41. **Underground Facilities** – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 1.42. **Unit Price Work** – Work to be paid for on the basis of unit prices.
- 1.43. **Work** – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.44 **Work Change Directive** - A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.
- 1.44.1 *WORKING DAY* – A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the Contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.
- 1.44.2 *WORK PERIOD* – A work period shall consist of any designated block of time on which the normal working forces of the Contractor may proceed with regular work for at least 5 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, work occurring on any day, regardless of it being a weekend or holiday, which requires an Inspector, will be considered a work period. Work periods are limited to between 7:00 a.m. and 5:00 p.m. local time Monday through Friday. Weekend work will not be permitted unless contractor obtains written permission from Owner.
- 1.45. **Written Amendment** – A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2 PRELIMINARY MATTERS

Delivery of Bonds:

- 2.1. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

- 2.2. Owner shall furnish to Contractor up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times Notice to Proceed:

- 2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, 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 thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the *one hundred twentieth (120th)* day after the day of Bid opening or the *ninetieth (90th)* day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Work:

- 2.4. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

- 2.5. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, 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 knew or reasonably should have known thereof.
- 2.6. Within ten days after the Construction Notice to Proceed contractor shall submit to Engineer for review:
 - 2.6.1. 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 Documents;
 - 2.6.2. a preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;
 - 2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include and appropriate amount of overhead and profit applicable to each item of Work.

2.7. Before any Work at the site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6, and 5.7.

Preconstruction Conference:

2.8. Within twenty (20) days prior to *Construction Notice to Proceed*, but before any Work at the site is started, a conference attended by 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 2.6, procedures for handling Shop Drawings, and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

2.9. Unless otherwise provided in the Contract Documents, at least ten 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 2.6. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until the schedules are submitted to and acceptable to Engineer as provided below. The progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on Engineer responsibility for the sequencing, scheduling, or progress of Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore, Contractor's schedule of Shop Drawing and Sample submissions will be acceptable to Engineer as providing a workable arrangement for reviewing and processing the required submittals. Contractor's schedule of values will be acceptable to Engineer as to form and substance.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. 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. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning are used to describe Work, materials, or equipment, such words or phrases shall be interpreted in accordance with the meaning. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in paragraph 9.4.

3.3. Reference to Standards and Specifications of Technical Societies: Reporting and Resolving Discrepancies:

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether

such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any Supplier referred to in paragraph 6.5., Contractor shall report it to Engineer in writing at once, and, Contractor shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provide, however, that Contractor shall not be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity or discrepancy unless Contractor knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

3.3.3.1. the provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents): or

3.3.3.2. the provisions of any such 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).

No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Engineer, or any of Engineer's Consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.3.4. Whenever the plans or specifications are in conflict, resolution of such conflict shall be in the following order of precedence subject to agreement by Engineer:

Contract Agreement

Addenda, with those of later date having precedence over those of earlier dates

Bid Documents

Supplementary Conditions

General Conditions

Construction Drawings

Technical Specifications

FAA General Provisions

Florida DOT Standard Specifications

In case of our inconsistency within the Contract Drawings, the order of procedure is as follows:

- Schedules
- Specific Details
- Typical Details
- Construction Drawings

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.5.1. a formal Written Amendment.
- 3.5.2. a Change Order (pursuant to paragraph 10.4) or
- 3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented and minor variations, and deviations of the Work may be authorized, in one or more of the following ways:

- 3.6.1. a Field Order (pursuant to paragraph 9.5).
- 3.6.2. Engineer's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.6.3. Engineer's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7. Contractor and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner (i) shall not 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 Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

ARTICLE 4 AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS REFERENCE POINTS

Availability of Lands:

4.1. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Upon reasonable written request, Owner shall furnish Contractor with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. Owner shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which Contractor will have to comply in performing the Work. Easements for permanent structures or permanent in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Contractor and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing these lands, rights-of-way or easements. Contractor may make a claim therefore as provided in Articles 11 and 12. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. SubSurface and Physical Conditions:

4.2.1. **Reports and Drawings:** Reference is made to the *Information Available to Contractors* for identification of:

4.2.1.1. **Subsurface Conditions:** Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents; and

4.2.1.2. **Physical Conditions:** Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by Engineer in preparing the Contract Documents.

4.2.2. **Limited Reliance by Contractor Authorized Technical Data:** Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the *Information Available to Contractors*. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner, Engineer, or any of Engineer's Consultants with respect to:

4.2.2.1. 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

4.2.2.2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

4.2.3. **Notice of Differing Subsurface or Physical Conditions:** If Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. 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 conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. **Engineer's Review:** Engineer will promptly review the pertinent conditions, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

4.2.5. **Possible Contract Documents Change:** If Engineer concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. **Possible Price and Times Adjustments:** An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in Contractor's cost of, or time required for performance of the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4. inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment:

4.2.6.3. 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 paragraphs 9.10 and 11.9; and

4.2.6.4. Contractor shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a contract: or

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the Project Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

4.2.6.4.3. Contractor failed to give the written notice within the time and as required by paragraph 4.2.3.

If Owner and Contractor are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefore as provided in Articles 11 and 12. However, Owner, Engineer, and Engineer's Consultants shall not 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.

4.3. Physical Conditions Underground Facilities:

4.3.1. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the *Information Available to Contractors*:

4.3.1.1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents. 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 6.23), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, Contractor may make a claim, therefore, as provided in Articles 11 and 12. However, Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses or damages incurred or sustained by Contractor on or in connection with any other project or anticipated project.

Reference Points:

4.4. 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 shall make no changes or relocations without the prior written approval of Owner, Contractor shall report to Engineer whenever any reference point 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 by professionally qualified personnel.

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. Owner shall not be responsible for any such materials brought to the site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.

4.5.2. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify Owner and Engineer (and 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 hazardous condition to take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.5.3. If after receipt of such special 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 such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) 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, and (ii) nothing in this subparagraph 4.5.4. shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 – BONDS AND INSURANCE

Performance, Payment, and Other Bonds:

5.1. Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1. Contractor shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

5.3. Licensed Sureties and Insurers Certificates of Insurance:

5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with paragraph 5.4.

Contractor's Liability Insurance:

5.4. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or by any other person for any other reason;

5.4.5. 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; and

5.4.6. 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 policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Owner, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.8.1 Contractor's Liability Insurance and the Owner's Protective Liability Insurance specified above shall be provided in not less than the following amount:

a. Injury or death to more than one person or single occurrence	\$1,000,000
b. On and Off Premises Operations Liability	\$1,000,000
c. Explosion and Collapse Hazard	\$1,000,000
d. Underground Hazard	\$1,000,000
e. Completed Operations and Products Liability	\$1,000,000
f. Property damage in account of all occurrences	\$1,000,000
g. Independent Contractors Liability	\$1,000,000
h. Personal Injury Liability Insurance	\$1,000,000

Contractor's Vehicle Insurance as follows:

1. Injury or death to one person	\$1,000,000
2. Injury or death to more than one person or a single occurrence	\$1,000,000
3. Property Damage	\$1,000,000
4. Business Auto Liability, Including all owned, non owned and hired vehicles	\$1,000,000

An Umbrella Policy may be used to meet the above limits.

All policies shall be drawn to cover a period of not less than one (1) year from the date of issue.

5.4.10. include contractual liability insurance covering Contractor's indemnity obligations under paragraphs 6.12, 6.16, and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing **defective** Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on an occurrence basis, remain in effect for at least two years after final payment (and Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

Owner's Liability Insurance:

5.5. In addition to the insurance required to be provided by Contractor under paragraph 5.4, 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. Any liability insurance carried by Owner is excess and non-contributory to any and all other coverage whether collectable or not.

Property Insurance:

5.6 *Contractor shall purchase and maintain property insurance upon the Work at the site in amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:*

5.6.1 include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2 include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.3 cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and

5.6.4 be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7. NOT USED

5.8. NOT USED

5.9. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, Subcontractors or others in the Work to the extent of any deductible amounts

that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by Contractor, Subcontractor, or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. NOT USED

5.11. NOT USED

Receipt and Application of Insurance Proceeds:

5.12. Any insureds loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance Option to Replace:

5.14. If either party (Owner or Contractor) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization Property Insurance:

5.15. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. 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, but Contractor shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. Contractor shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. 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 indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to Engineer.

6.4. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for 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 kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. Contractor shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. Contractor shall submit to Engineer for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones).

Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. Substitutes and Or-Equal Items:

6.7.1. 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 specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by Engineer under the following circumstances:

6.7.1.1. Or-Equal : If in Engineer's sole discretion 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, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use 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 work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

6.7.1.3. Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

6.7.2. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in an expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutes proposed or submitted by Contractor pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the changes of Engineer and Engineer's Consultants for evaluating each such proposed substitute item.

6.8. Concerning Subcontractors, Suppliers and Others:

The Contractor shall submit a list of Subcontractors and major Material Suppliers for the Owner's approval within (24) hours after Bid Opening. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications from each such Subcontractor, person and organization requested by Owner. If Owner, after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, the Owner may before giving the Notice of Award request the apparent successful Contractor to submit an acceptable Subcontractor without an increase in Bid Price. If the apparent successful Contractor declines to make any such substitution, the Contract shall not be awarded to such Contractor, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

6.8.1. Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to Owner and Engineer as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's or Engineer's acceptance (either in writing or

by failing to make written objection thereto by the date indicated for acceptance or objection in the project documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject **defective Work**.

6.9.1. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through Contractor.

6.10. 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.

6.11. All Work performed by Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6. or 5.7. the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, Engineer's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

Patent Fees and Royalties:

6.12. 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. To the fullest extent permitted by Laws and Regulations, Contractor

shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from 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.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.14 Laws and Regulations:

6.14.1. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and 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.

6.14.2. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom: however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor or Contractor's obligations under paragraph 3.3.2.

Taxes:

6.15. 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.

Use of Premises:

6.16. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer's Consultant and anyone directly or indirectly employed by any of them from and against all claims costs, losses and damages arising out of or resulting from 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 by or based upon Contractor's performance of the Work.

6.17. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for occupancy by Owner at Substantial Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. 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 property to stresses or pressures that will endanger it.

Record Documents:

6.19. Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to Engineer for Owner.

Safety and Protection:

6.20. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2. or 6.20.3. caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or Engineer's Consultant 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 person or organization directly or indirectly employed

by any of them). Contractor's duties and responsibilities for safety and for protection of the Work 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 14.13. that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. 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.

Hazard Communication Programs:

6.22. 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.

Emergencies:

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Engineer, 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. 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 to document the consequences of such action.

6.24. Shop Drawings and Samples:

6.24.1. Contractor shall submit Shop Drawings to Engineer for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9.). All submittals will be identified as Engineer may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to shown Engineer the materials and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by paragraph 6.26.

6.24.2. Contractor shall also submit Samples to Engineer for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as Engineer may require to enable Engineer to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. Submittal Procedures:

6.25.1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

6.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3. all information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2 Each submittal will bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

6.25.3. At the time of each submission, Contractor shall give Engineer specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Engineer for review and approval of each such variation.

6.26. Engineer will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by Engineer as required by paragraph 2.9. 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. Engineer's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. 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.

6.27. Engineer's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission as required by paragraph 6.25.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying Shop Drawing or Sample approval; nor will any approval by Engineer relieve Contractor from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by Engineer as required by paragraph 2.9, 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.

Continuing the Work:

6.29. 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, except as permitted by paragraph 15.5 or as Owner and Contractor may otherwise agree in writing.

6.30. Contractor's General Warranty and Guarantee:

6.30.1. Contractor warrants and guarantees to Owner, Engineer and Engineer's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. 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:

6.30.2.1. observations by Engineer;

6.30.2.2. recommendation of any progress or final payment by Engineer;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by Owner;

6.30.2.5. any acceptance by Owner or any failure to do so;

6.30.2.6. any review and approval of Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer pursuant to paragraph 14.13;

6.30.2.7. any inspection, test or approval by others; or

6.30.2.8. any correction of **defective** Work by Owner.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations. Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, employees, agents and other consultants 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) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) 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, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity

indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 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 person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of Contractor under paragraph 6.31 shall not extend to the liability of Engineer and Engineer's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

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

ARTICLE 7 OTHER WORK

Related Work at Site:

7.1. Owner may perform other work related to the Project at the site by Owner's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then; (i) written notice thereof will be given to Contractor prior to starting any such other work, and (ii) Contractor may make a claim therefore as provided in Articles 11 and 12 if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. Contractor shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

7.3. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7. 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 so to report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in such other work.

Coordination:

7.4. If Owner contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 OWNER'S RESPONSIBILITIES

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

8.2. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

8.3. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents.

8.5. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. Owner is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with Owner's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

8.9. 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 furnishing or performance of the Work. Owner will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. 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 Documents and shall not be extended without written consent of Owner and Engineer.

Visits to Site:

9.2. 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 will endeavor for the benefit of Owner to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-site inspections 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 on-site observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. Engineer's visits and on-site observations are subject to all the limitations on Engineer's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of Engineer's on-site 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 furnishing or performance of the Work.

Project Representative:

9.3. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. 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 person will be as provided in the Supplementary Conditions.

9.3.1 *Engineer may furnish a Resident Project Representative, assistants and other field staff as needed, to assist Owner in observing performance of the Work. The Resident Project Representative is to observe and inspect, in the Owner's interest, the materials furnished and the work done as the work progresses in order to insure full and complete compliance with the contract and to verify quantities of work completed.*

9.3.2 *Owner may also designate one of its employees to represent Owner for these purposes.*

9.3.3 *Engineer, Resident Project Representative, Owner and all such other persons referred to shall have unrestricted access to all parts of the Work. Contractor shall cooperate by supplying necessary facilities and assistance required by above persons to carry out their work of observation and inspection.*

9.3.4 *It is not the function of the Engineer, Resident Project Representative or Owner to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Engineer, Resident Project Representative or Owner is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and they will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. Nevertheless, Contractor agrees that any method or procedure, which in the opinion of the Engineer or Owner does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.*

9.3.5 *All communications between Contractor and Engineer or Contractor and Owner are to be through the Resident Project Representative.*

9.3.6 *Duties and Responsibilities of Resident Project Representative (RPR):*

- 1) *RPR will act as directed by and under the supervision of Engineer and/or Owner, and will confer with Engineer and Owner regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.*
- 2) *Review progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer and Owner concerning acceptability.*
- 3) *Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.*
- 4) *Serve as Engineer's and Owner's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.*
- 5) *Advise Engineer, Owner and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.*
- 6) *Conduct on-site observations of the Work in progress to assist Engineer and Owner in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to 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*

and Owner of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7) *Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.*

8) *Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer and/or Owner.*

9) *Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.*

10) *Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or Changed conditions, list of job site visitors, 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 and Owner.*

11) *Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.*

12) *Furnish Engineer and Owner 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.*

13) *Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer and Owner Change Orders, Work Directive Changes, and Field Orders.*

14) *Report immediately to Engineer and Owner upon the occurrence of any accident.*

15) *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.*

16) *During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.*

17) *Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.*

18) *Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.*

19) *Observe that all items on final list have been completed or corrected and make recommendations to Engineer and Owner concerning acceptance.*

9.3.7 *Limitations of Authority of Resident Project Representative (RPR):*

1) *Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer or Owner.*

2) *Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.*

3) *Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.*

4) *Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.*

5) *Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.*

6) *Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.*

9.3.8 *The Engineer and or Owner shall have the authority to reject any work, or materials, or any part thereof, which does not in his opinion conform to the plans, drawings, specifications and contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.*

No material of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be removed immediately from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective or not of the quality or character required by the plans and specifications shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications and work not so constructed shall be removed and made good by the Contractor at his own expense, and free from all expense to the Owner whenever so ordered by the Owner without reference to any previous oversight or error in inspection.

Clarifications and Interpretations:

9.4. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on Owner and Contractor. If Owner or Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, Owner or Contractor may make a written claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, Owner or Contractor may make a written claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, or that Engineer believes will not produce a complete Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with Engineer's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8. In connection with Engineer's authority as to Change Orders, see Articles 10,11, and 12.

9.9. In connection with Engineer's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

9.10. 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 upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other and to Engineer written notice of intention to appeal from Engineer's decision and, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to Engineer's decision, unless otherwise agreed in writing by Owner and Contractor. Such appeal will not be subject to procedures of paragraph 9.11.

Decisions on Disputes:

9.11. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event

later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after the start of such occurrence or event unless Engineer allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to Engineer and the claimant within thirty days after receipt of the claimant's last submittal (unless Engineer allows additional time). Engineer will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. Engineer's written decision on such claim, dispute or other matter will be final and binding upon Owner and Contractor unless: a written notice of intention to appeal from Engineer's written decision is delivered by Owner or Contractor to the other and to Engineer within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by Owner and Contractor.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13. Limitations on Engineer's Authority and Responsibilities:

9.13.1. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 owed by Engineer to Contractor, any Subcontractor, and Supplier, any other person or organization, or to any surety for employee or agent of any of them.

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

9.13.3. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, and approvals and Other documentation required to be delivered by paragraph 4.12 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.

9.13.5. the limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to Engineer's Consultants, Resident Project Representative and assistants.

ARTICLE 10 CHANGES IN THE WORK

10.1. Without invalidating the Agreement 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 additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If Owner and Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. 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 and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

10.4.1. changes in the Work which are (i) ordered by Owner pursuant to paragraph 10.1, (ii) required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to paragraph 9.11;

Provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice 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) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than ten days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after the start of such occurrence or event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work Covered by a Change Order:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5.

11.4.1. 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 at the site. 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, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

11.4.2. 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.

11.4.3. Payments made by Contractor to the Subcontractors for Work performed or furnished 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 accepted. 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 paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. 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.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

11.4.5.2. 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.

11.4.5.3. 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, installation, dismantling and removal thereof – all 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.

11.4.5.4. Sales, consumer, use or similar taxes related to the work, and for which Contractor is liable, imposed by Laws and Regulations.

11.4.5.5. 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.

11.4.5.6. 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 and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.9), provided they 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. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work Covered by a Change Order shall not include any of the following:

11.5.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general 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 a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 – all of which are to be considered administrative costs covered by the Contractor's fee.

11.5.2. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

11.5.3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. 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.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or

11.6.2. 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:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's fee shall be ten percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the Contractor's fee shall be five percent.

11.6.2.3. 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 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of

ten percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor:

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. 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

11.6.2.6. 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 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any work is to be determined pursuant to paragraphs 11.4 and 11.5, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. NOT USED

11.9. Unit Price Work:

11.9.1. 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 established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with paragraph 9.10.

11.9.2. 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.

11.9.3. Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. 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; and

11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3. if Contractor believes that Contractor 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 12 CHANGE OF CONTRACT TIMES

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3. Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Contractor, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

12.4. Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of Contractor, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

ARTICLE 13 TESTS AND INSPECTION: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1. **Notice of Defects:** Prompt notice of all defective Work of which Owner or Engineer have actual knowledge will be given to Contractor. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. Owner, Engineer, Engineer's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide them

proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. Contractor shall employ and pay for services of an independent testing laboratory to perform all Quality Control inspections, test or approvals required by the contract documents. Contractor shall allow the Engineer access to all work done in the project for Acceptance Testing by the owner. This testing will be in addition to Quality Control Testing required by the Contractor. Owner shall arrange and pay all costs associated with Acceptance Testing done by an independent testing laboratory of the Owners choosing except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below.

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.4.4. Owner shall perform the following test as part of quality assurance / acceptance testing:

All material testing included in the Bidding Documents.

All other required testing is to be completed by the contractor as part of the contractor's quality control procedures and submittals. This section shall take precedence over all other sections that describe testing requirements.

13.5. 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. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Quality Control Testing of materials and equipment shall be the responsibility of the Contractor who shall pay all costs associated with the required testing. Contractor shall provide the Engineer adequate advance notice of intended tests to allow the Engineer to be present during the Testing.

13.6. 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, it must, if requested by Engineer, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

13.9. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall pay all claims, costs, losses and damages caused by, arising out of or resulting from 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 Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such 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 Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent therefore, Contractor may make a claim therefore as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, 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 or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. Correction Period:

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or 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, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instruction: (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in any emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such

removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

13.12.2. 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 or by Written Amendment.

13.12.3. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, 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.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. 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). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

Owner May Correct Defective Work:

13.14. 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 in accordance with paragraph 13.11, 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, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Owner shall proceed expeditiously. In connection with such corrective and 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the site 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 representative, 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. All claims, costs, losses and damages incurred or sustained by Owner in exercising such rights and remedies will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Article 11. 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. Contractor shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 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.

Application for Progress Payment:

14.2. At least ten days before the date established 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 and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

Contractor's Warranty of Title:

14.3. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. Engineer will, within ~~ten~~ *fifteen (15)* days after receipt of each Application for Payment, 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. ~~Ten~~ *Thirty (30)* days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by Owner to Contractor.

14.5. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-site 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:

14.5.1. the Work has progressed to the point indicated.

14.5.2. 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. 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.

However, by recommending any such payment Engineer will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or (ii) that 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.

14.6. Engineer's recommendation of any payment, including final payment, shall not mean that Engineer is 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 furnishing or performance of Work, or for any failure of Contractor to perform or furnish Work in accordance with the Contract Documents.

14.7. 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 referred to in paragraph 14.5. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

14.7.1. the Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. Owner has been required to correct defective Work or complete Work in accordance with paragraph 13.14. or

14.7.4. Engineer has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

Owner may refuse to make payment of the full amount recommended by Engineer because:

14.7.5. claims have been made against Owner on account of Contractor's performance or furnishing of the Work.

14.7.6. 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,

14.7.7. there are other items entitling Owner to a set-off against the amount recommended, or

14.7.8. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

Substantial Completion:

14.8. 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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, 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 therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Completion Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

14.9. Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by Owner at Owner's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) 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, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. 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 therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 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.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list if items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Final Inspection:

14.11. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will 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 is incomplete or **defective**. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

14.12. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by:

(i) consent of the surety, if any, to final payment.

(ii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible 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.

(iii) certification from surety that payment and performance bond shall remain in effect one (1) year following final payment.

(iv) contractor's advertisement of completion – advertisement for a period of four (4) successive weeks in the newspaper or largest circulation published within the county where the work is performed.

(v) certification from insurance company that any insurance coverage written on a claims-made basis, remain in effect for at least two (2) years following final payment.

Final Payment and Acceptance:

14.13. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. 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 14.15. Otherwise, Engineer will return the Application 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. Thirty days after the presentation to Owner of the Application and accompanying documentation, in appropriate form and substance and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor

14.14. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15. The making and acceptance of final payment will constitute:

14.15.1. a waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from **defective** Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

14.15.12. a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if Contractor persistently fails 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 established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if Contractor disregards Laws or Regulations of any public body having jurisdiction;

15.2.3. if Contractor disregards the authority of Engineer; or

15.2.4. if Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

15.2.5. *if Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;*

15.2.6. *if a petition is filed against Contractor under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;*

15.2.7. *if Contractor makes a general assignment for the benefit of creditors;*

15.2.8. *if a trustee, receiver, custodian, or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;*

15.2.9. *if Contractor admits in writing an inability to pay its debts generally as they become due.*

Owner may, after giving Contractor (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), 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 finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages

sustained by Owner arising out of or resulting from completing the Work such excess will be paid to Contractor. If such claims, costs, losses and damages exceed 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, provided that when exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

15.3. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.4. Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Agreement. In such case, Contractor shall be paid (without duplication of any items):

15.4.1. for 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;

15.4.2. for 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;

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and other; and

15.4.4. for reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty 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 Agreement and recover from Owner payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within thirty days after it is submitted, or Owner has failed for thirty days to pay Contractor any sum finally determined to be due, Contractor may upon seven day's written notice to Owner and Engineer stop the Work until payment of all such amounts due Contractor, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude Contractor from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping Work as permitted by this paragraph.

ARTICLE 17 MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 Computation of Times:

17.2.1. When any period of time is referred to in the Contract Documents 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.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other part or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to Owner and Engineer thereunder, 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 Documents, and 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.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs.

Labor Records and Schedules:

17.6 *The Department of Jurisdiction on such public work shall require all Contractors and Subcontractors to keep the following records on the site of the public work project on which such Contractors, and Subcontractors are engaged:*

17.6.1 *Record of hours worked by each worker, laborer, and mechanic on each day.*

17.6.2 *Record of days worked each week by each worker, laborer, and mechanic.*

17.6.3 *Schedule of occupation or occupations at which each worker, laborer, and mechanic on the project is employed during each workday and week.*

17.6.4 *Schedule of hourly wage rates and supplements paid to each worker, laborer, and mechanic for each occupation.*

Wage Schedules:

17.7 *Pursuant to Sections 220.3 and 220-d of the Labor Law, each laborer, worker, or mechanic employed by the Contractor, Subcontractor, or other person shall be paid not less than the prevailing rate of wages for a legal day's work and shall be provided supplements not less than the prevailing supplements as determined by the Industrial Commissioner.*

The Contractor and every Subcontractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, as the case may be, for the various classes of mechanics, workers, and laborers employed on the work.

The Owner does not represent or warrant that the accompanying schedule of wage rates and supplements with the classification of workers, mechanics, and laborers, as required by Section 220 of the Labor Law, is complete, and it reserves the right to revise such schedule when required. If any occupation is not mentioned in the schedule of wage rates and supplements it shall be requested from the Industrial Commissioner, by the Contractor through the Engineer and such schedules, shall, upon notice to the Contractor, become and be a part of the wage and supplement schedules embodied in the Contract.

Also included is the Federal Wage Rate Determination. Laborers, workmen, and mechanics employed on the work done in performance of said Contract shall be paid not less than the rate of wages listed thereon for the trade or occupation of such laborer, etc.

EXHIBIT B: GRANT FUNDED CLAUSES

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

FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS S L N

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

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

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

Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.), 2 CFR 182): Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

Conflict of Interest (2 CFR 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer's* objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage. or has previously been advised of ineligibility for Restore Act Spill Impact Component (Pot 3) funded projects.

Mandatory Disclosures (31 U.S.C. 3799 - 3733): Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter

38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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

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

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

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) *Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 3708 as supplemented by 29 CFR

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

Contracts which include payment for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) and shall be supported by documentation available for audit.

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

Debarment and Suspension (2 CFR part 180.220, Executive Orders 12549 and 12689): Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: <http://www.sam.gov>; (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract. In accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance and further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

501(c)(4) Entities: The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

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. Contractor shall comply with the “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

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

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

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver

supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

Safeguarding Personal Identifiable Information (2 CFR 200.82): Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

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

Energy Policy and Conservation Act (43 U.S.C. 6201 and 2 CFR Part 200 Appendix II (H)): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

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

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. 50101. Executive Order 14005)): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency

requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), 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 proposers submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2

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

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

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR 200.300 2 CFR Part

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

Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

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

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

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

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

DATE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

PHONE NO.: _____

SIGNATURE: _____

NAME: _____

TITLE: _____



April 4, 2023

Tracy Stage A.A.E.
Airport Director
Okaloosa County Airports
1701 State Road 85 N
Eglin AFB, FL 32542-1498

Subject: **Destin-Fort Walton Beach Airport**
Construct Shade Canopies at the Destin Fort-Walton Beach Airport (VPS)
Review of Bid Proposal (ITB No: AP 03-23)

Dear Mr. Stage:

Enclosed for your review is the Bid Tabulation Sheet for the referenced project. The Bid Opening was conducted on the established bid submittal deadline of December 7, 2022, at 3:00 PM C.S.T. One bid was received.

The following list provides the Engineer's Estimate and the total value of the submitted bids.

<u>Name of Bidder</u>	<u>Total Bid Amount</u>
Engineer's Estimate	\$4,603,489.00
Whitesell-Green, Inc.	\$5,517,191.30

<u>Engineer's Estimate</u>
<u>Schedule-A:</u>
\$996,840.00 (Base Bid)
\$150,000.00 (Signage Owner's Allowance)
<u>Schedule-B:</u>
\$1,759,948.00 (Bid Alt-1)
<u>Schedule-C:</u>
\$440,200.00 (Bid Alt-2)
<u>Schedule-D:</u>
\$1,090,276.00 (Bid Alt-3)
<u>Schedule-E:</u>
\$132,000.00
<u>Schedule-F:</u>
\$2,200.00
<u>Schedule-G:</u>
\$1,250.00
<u>Schedule-H:</u>
\$6,000.00
<u>Schedule-I:</u>
\$500.00
<u>Schedule-J:</u>
\$21,875.00
<u>Schedule-K:</u>
\$2,400.00

<u>Whitesell-Green, Inc.</u>
<u>Schedule-A:</u>
\$2,359,756.84 (Base Bid)
\$150,000.00 (Signage Owner's Allowance)
<u>Schedule-B:</u>
\$1,445,778.62 (Bid Alt-1)
<u>Schedule-C:</u>
\$504,748.43 (Bid Alt-2)
<u>Schedule-D:</u>
\$909,183.77 (Bid Alt-3)
<u>Schedule-E:</u>
\$114,576.00
<u>Schedule-F:</u>
\$2,315.00
<u>Schedule-G:</u>
\$1,160.00
<u>Schedule-H:</u>
\$5,790.00
<u>Schedule-I:</u>
\$640.00
<u>Schedule-J:</u>
\$21,298.00
<u>Schedule-K:</u>
\$1,944.64

AID evaluated the bid as received and we believe the tight labor market, lack of supply chain predictability, increased borrowing costs and inflationary pressures have all contributed to the current high bid climate. While the base bid is substantially higher than the engineer's estimate, comparing the sum totals of all alternates, the overall Whitesell-Green bid is 19.8% higher than the engineer's estimate which is reflective of the current market.

Based on this evaluation and contingent upon funding availability, it is our recommendation to award the project to Whitesell-Green, Inc. the only responsive and responsible bidder, for the total bid amount of \$5,517,191.30. Our recommendation is also contingent on Okaloosa County's legal review of the bid documents.

Please contact me at (813) 842-1205 if you have any questions or require additional information regarding the project.

Sincerely,

American Infrastructure Development, Inc.

 Digitally signed by Michael Cummings
DN: c=US, e=mcummings@aidinc.us,
o=American Infrastructure Development,
Inc., ou=Construction Services,
CN=Michael Cummings
Date: 2023.04.04 17:08:21 -0400

Michael Cummings
Director of Construction Management

Attachment: Bid Tabulation Sheets

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

Procurement/Contract/Lease Number: ITB 03-23 Tracking Number: 490423
 Procurement/Contractor/Lessee Name: Whiterell Owen Grant Funded: YES X NO
 Purpose: Construct Campers at the Westin VPS
 Date/Term: 210 days from MD 1. GREATER THAN \$100,000
 Department #: 742240 2. GREATER THAN \$50,000
 Account #: 563490 3. \$50,000 OR LESS
 Amount: \$ 5,517,191.30
 Department: Airport Dept. Monitor Name: Stacy

Purchasing Review

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 4-14-23
 Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds

2CFR Compliance Review (if required)

Approved as written: see email attached Grant Name: FOOT
 Grants Coordinator: Suzanne Ulloa Date: 4-24-23

Risk Management Review

Approved as written: see email attached Date: 4-14-23
 Risk Manager or designee: Lydia Garcia

County Attorney Review

Approved as written: see email attached Date: 4-20-23
 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

From: Suzanne Ulloa
Sent: Monday, April 24, 2023 9:42 AM
To: DeRita Mason
Subject: RE: Whitesell-Green Draft Agreement 03-23

DeRita,

This is approved but please add the following to the Contract

Commercial General Liability insurance providing continuous coverage for all work or operations performed under the is Agreement is required. If the Contractor sub-contracts and part of this agreement, it shall cause its sub-contractor to also carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. **The contractor shall make The State of Florida Department of Transportation (FDOT) and The Board of County Commissioners of Okaloosa County, Florida (the County) Additional Insureds** on such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. **The coverage afforded to FDOT, 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. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the County shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein.

Please note our required action: Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Florida Department of Transportation shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described below.

Suzanne Ulloa

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



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

DeRita Mason

From: Lynn Hoshihara
Sent: Thursday, April 20, 2023 3:09 PM
To: DeRita Mason
Cc: Parsons, Kerry
Subject: Re: Whitesell-Green Draft Agreement 03-23
Attachments: Whitesell-Green Draft Agreement 4.20.23.docx

DeRita,

With the attached changes this is approved. There are still some strike-throughs and grey highlighted provisions, which look like they need to be finalized.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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

From: DeRita Mason
Sent: Friday, April 14, 2023 9:51 AM
To: Lynn Hoshihara
Cc: Parsons, Kerry; Odessa Cooper-Pool; Jacqueline Matichuk; Suzanne Ulloa
Subject: FW: Whitesell-Green Draft Agreement 03-23

Good morning,
Please review and approve the attached.

Suzanne, it is using FDOT funds, with department number 742240.

Thank you,

DeRita Mason

DeRita Mason

From: Odessa Cooper-Pool
Sent: Friday, April 14, 2023 2:49 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Parsons, Kerry; Jacqueline Matichuk; Suzanne Ulloa
Subject: RE: Whitesell-Green Draft Agreement 03-23
Attachments: Whitesell Green Submission Shade Canopy VPS (1).pdf; Whitesell-Green Draft Agreement 041423.docx

Hello DeRita,

The Attached agreement for Whitesell Green is approved by Risk Management for insurance purposes.

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*

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, April 14, 2023 8:51 AM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>; Suzanne Ulloa <sulloa@myokaloosa.com>
Subject: FW: Whitesell-Green Draft Agreement 03-23

Good morning,
Please review and approve the attached.

Suzanne, it is using FDOT funds, with department number 742240.