

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/17/2021

Contract/Lease Control #: C22-3130-AP

Procurement#: ITB AP 40-21

Contract/Lease Type: CONTRACT

Award To/Lessee: WHITESELL-GREEN, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/16/2021

Expiration Date: 210 CALENDAR DAYS FROM NTP

Description of Contract/Lease: VPS SECURITY INSPECTION FACILITY

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-689-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office



WHITINC-01

AFOSTER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2021

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

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

**PRODUCER**  
PGIS, LLC dba Turner Insurance & Bonding Co.  
PO Drawer 230789  
Montgomery, AL 36123

**CONTACT NAME:** Rachel Hutto  
**PHONE (A/C, No, Ext):** (334) 244-0004 **FAX (A/C, No):**  
**E-MAIL ADDRESS:** rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Fire Insurance Co	19682
INSURER B :	Travelers Property Casualty Co	25674
INSURER C :	Hartford Casualty Insurance	
INSURER D :	Transguard Insurance Company of America	28886
INSURER E :		
INSURER F :		

**INSURED**  
Whitesell-Green Inc.  
3881 N. Palafox St.  
Pensacola, FL 32505

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	21UENOD2108	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/PROP AGG \$ 2,000,000	
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	21UENOD2109	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-4R460117-21-NF	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 15,000,000	
							AGGREGATE \$ 15,000,000	
							\$	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	21WEOD2B0H	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
								E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IMP 1000200-00	1/1/2021	1/1/2022	Leased/Rented \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: ITB AP 40-21 VPS SECURITY INSPECTION FACILITY

Okaloosa County & all other parties required by written contract are named as additional insured on a primary basis as respects General Liability & Automobile Liability where required by written contract. A waiver of subrogation applies in favor of Okaloosa County & all other parties required by written contract as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Okaloosa Board of County Commissioners 302 N Wilson Street Crestview, FL 32536	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE: <i>David J. [Signature]</i></p>

**CONTRACT #: C22-3130-AP**  
**WHITESSELL-GREEN, INC.**  
**VPS SECURITY INSPECTION FACILITY**  
**EXPIRES: 210 CALENDAR DAYS AFTER NTP**

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: ITB AP 40-21 Tracking Number: 4457-27  
4412-21  
Procurement/Contractor/Lessee Name: Whitesell Green Inc. Grant Funded: YES  NO   
Purpose: VPS Security Inspection Facility  
Date/Term: 210 Calendar Days from NTP 1.  GREATER THAN \$100,000  
Department #: 741943 2.  GREATER THAN \$50,000  
Account #: 563490 3.  \$50,000 OR LESS  
Amount: \$538,000<sup>00</sup>  
Department: Airport Dept. Monitor Name: Tracy Stage

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
Jessica Darr Date: 5 Oct, 2021  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**  
Approved as written: See Email at 7:23 AM Grant Name: 61798 422303-8PTGA  
Mindy Kane Date: 1 Oct, 2021  
Grants Coordinator Danielle Garcia

**Risk Management Review**  
Approved as written: See Email at 2:17 pm Date: 5 Oct, 2021  
Karen Donaldson Risk Manager or designee Edith Gibson or Karen Donaldson

**County Attorney Review**  
Approved as written: See Email at 1:33 pm Date: 30 Sept, 2021  
Lynn Hoshihara County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**  
Department funding confirmed: See Email at 5:36 pm Date: 4 Oct, 2021  
Bonnie Tierney

## Jesica Darr

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**From:** Mindy Kane  
**Sent:** Friday, October 1, 2021 7:23 AM  
**To:** Jesica Darr; Lisa Price  
**Cc:** Jane Evans; Jeffrey Hyde; DeRita Mason  
**Subject:** RE: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Approved

Thank you,  
*Mindy Kane*  
Accountant

Okaloosa Board of County Commissioners  
Grants Administration  
1250 N. Eglin Pkwy, Suite 102  
Shalimar, FL. 32579  
(850) 609-7074  
E-mail: [mkane@myokaloosa.com](mailto:mkane@myokaloosa.com)



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

**From:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Sent:** Monday, September 27, 2021 12:36 PM  
**To:** Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>; Mindy Kane <[mkane@myokaloosa.com](mailto:mkane@myokaloosa.com)>  
**Cc:** Jane Evans <[jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)>; Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** RE: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Attached is the time extension for the grant.

**From:** Jesica Darr  
**Sent:** Monday, September 27, 2021 12:34 PM  
**To:** [kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com); Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>; Mindy Kane <[mkane@myokaloosa.com](mailto:mkane@myokaloosa.com)>  
**Cc:** Lynn Hoshihara ([lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)) <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Jane Evans <[jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)>; Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>; DeRita Mason ([dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)) <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Subject:** 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Good Afternoon, All !

Please see the attached draft contract for the VPS Inspection Facility.



## Jesica Darr

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**From:** Karen Donaldson  
**Sent:** Tuesday, October 5, 2021 2:17 PM  
**To:** Jesica Darr  
**Cc:** Lisa Price  
**Subject:** RE: Expedited Request please \_ FW: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Jesica

On page 22 under Business Automobile Liability it say that they have to get insurance in the amount of \$15,000,000 but then on page 23 it says Business Automobile \$1,000,000 each accident. It looks like this is going to be for a building outside the actual flight line area so I believe that \$1,000,000 is enough.

Everything is approved.

Thank you

Karen Donaldson

**From:** Jesica Darr  
**Sent:** Tuesday, October 5, 2021 12:19 PM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Cc:** Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: Expedited Request please \_ FW: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Karen,

Good Afternoon!

Could you approve this below, on behalf of Lisa please ?

Thank you so much!

Respectfully,

Jesica

**From:** Jesica Darr  
**Sent:** Tuesday, October 5, 2021 11:59 AM  
**To:** Lisa Price <lprice@myokaloosa.com>  
**Subject:** Expedited Request please \_ FW: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Lisa,

Good Afternoon!

## Jesica Darr

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**From:** Karen Donaldson  
**Sent:** Friday, November 5, 2021 1:13 PM  
**To:** Jesica Darr  
**Subject:** RE: Risk approval requested VPS Security Inspection Facility contract and COI

Jesica

This is approved by risk management for insurance purposes with the bond requirement enforced.

Thank you

*Karen Donaldson*

Karen Donaldson  
Claims Examiner  
Okaloosa County Risk Management  
302 N Wilson Street, Suite 301  
Crestview, Fl. 32536  
850.683.6207 / 850.585.8915 Cell  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



For all things Wellness please visit:

<http://www.myokaloosa.com/wellness>

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

**From:** Jesica Darr  
**Sent:** Thursday, November 4, 2021 11:41 AM  
**To:** Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** Risk approval requested VPS Security Inspection Facility contract and COI

Karen,

Good Morning!

This contract is going to the 16 November board.

## Description, discussion notes, reminders:

pg 21 re-word as requested

Oklahoma County Boce shall be shown as Additionally Insured on all General Liability and Automobile Insurance Policies. There should be a waiver of Subrogation on the Workers Compensation policy.

pg 21 23 Re-word

Fertilizer holder is Oklahoma County Board of County Commissioners,

# Contract & Lease Evaluation Plan

Bid number: 1TB AP 40-21  
 Contract, Lease Agreement, COI: Contract  
 Department: Airports

Event	Review (initial)	Approve	Deny	Reason (see back)	Date of Final response
Determine if you are reviewing a contract, lease agreement, other	LP	✓			9/28/2021
Determine which department the contract, lease, or other is with	LP	✓			
Determine what the work is to be performed by the contractor	LP	✓			
Determine if the contract is construction, services or other	LP	✓			
Review the insurance portion within the contract, lease agreement, other	LP	✓			
Ensure wording is correct	LP		✓		
Review the limits of the insurance to determine appropriate limits stated	LP	✓			
Review all portions of the contract to ensure all portions of the insurance requirements match	LP	✓			
Review the Bond requirements for all contracts. If a Bond requirement is waived ensure manager aware.	LP	✓			
Respond to Purchasing with any changes or updates	LP	✓			
For COI Review see below					
Review insurance on existing contract					
Ensure insurance limits are met on the new COI per the contract					
Make sure Okaloosa County BOCC is added as additionally insured on GL, Auto					
Make sure that there is a waiver of subrogation in favor of Okaloosa County BOCC on their workers compensation policy					
Make sure the certificate holder names Okaloosa County BOCC					
Mutual decision to proceed					

Reviewed by: Lisa Price  
 FORM RM. Reviews



Position: Public Records & Contracts Specialist

## Jesica Darr

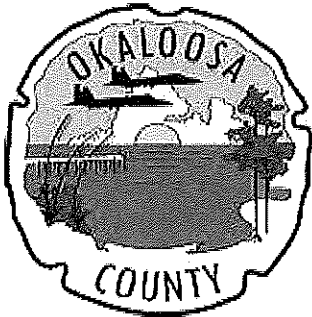
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**From:** Lisa Price  
**Sent:** Tuesday, September 28, 2021 10:28 AM  
**To:** Jesica Darr  
**Cc:** Jeffrey Hyde; DeRita Mason  
**Subject:** RE: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement  
**Attachments:** 1240\_001.pdf  
**Categories:** 40-21 VPS Security Inspection Facility

See attached for changes.

Thanks,

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



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

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**From:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Sent:** Monday, September 27, 2021 12:34 PM  
**To:** [kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com); Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>; Mindy Kane <[mkane@myokaloosa.com](mailto:mkane@myokaloosa.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Jane Evans <[jevans@myokaloosa.com](mailto:jevans@myokaloosa.com)>; Jeffrey Hyde

## Jesica Darr

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**From:** Lynn Hoshihara  
**Sent:** Thursday, September 30, 2021 1:33 PM  
**To:** Jesica Darr; kparsons@ngn-tally.com; Lisa Price; Mindy Kane  
**Cc:** Jane Evans; Jeffrey Hyde; DeRita Mason  
**Subject:** Re: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement  
**Attachments:** ITB AP 40-21 VPS Security Inspection Facility Draft Contract 9.30.21.docx

Attached are my changes to the contract. With these changes, this is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Jesica Darr  
**Sent:** Monday, September 27, 2021 1:34:24 PM  
**To:** kparsons@ngn-tally.com; Lisa Price; Mindy Kane  
**Cc:** Lynn Hoshihara; Jane Evans; Jeffrey Hyde; DeRita Mason  
**Subject:** 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Good Afternoon, All !

Please see the attached draft contract for the VPS Inspection Facility.

I kindly ask for the review/approval by 4 October, 2021. There are a few changes made by Mr. Rogers on the attached Word document.

Thank you! Have a great day !

Very Respectfully,

Jesica

## Jesica Darr

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**From:** Bonnie Tierney  
**Sent:** Monday, October 4, 2021 5:36 PM  
**To:** Jesica Darr; Dan Sambenedetto  
**Cc:** Robert Chad Rogers  
**Subject:** RE: Friendly Reminder \_ RE: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Jesica,  
IT approves moving forward.  
Thanks, Bonnie

**From:** Jesica Darr  
**Sent:** Monday, October 4, 2021 8:28 AM  
**To:** Bonnie Tierney <btierney@myokaloosa.com>; Dan Sambenedetto <dsambenedetto@myokaloosa.com>  
**Cc:** Robert Chad Rogers <rrogers@myokaloosa.com>  
**Subject:** Friendly Reminder \_ RE: 4 October Draft contract Review Approval ITB AP 40-21 - VPS Inspection Facility Advertisement

Good Morning !

This is a friendly reminder that I'm required to send this contract to the company today or tomorrow, in order to sign for the Airport and Purchasing to meet required timelines.

Please send review/approval by close of business today.

Thank you for your help and time! Please let me know if you have any questions. Have a good day!

Respectfully,

Jesica



Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)

## Jesica Darr

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**From:** Allyson Oury  
**Sent:** Tuesday, October 5, 2021 5:04 PM  
**To:** DeRita Mason  
**Cc:** Jesica Darr  
**Subject:** RE: Funding Confirmation Process question please

DeRita,

The correct grant department is 421-741943-563490. I'm not sure where the 751000 came from.

The supplemental grant is going to John for signature this week (does not have to go to BCC) and will be in the same grant department – so you can show the project as fully grant funded from 741943. Mindy has all the paperwork for the additional funding.

Thank you,

Allyson Oury, CPA  
Airports Chief Financial Officer  
Okaloosa County

**From:** DeRita Mason  
**Sent:** Tuesday, October 5, 2021 1:25 PM  
**To:** Allyson Oury <aoury@myokaloosa.com>  
**Cc:** Jesica Darr <jdarr@myokaloosa.com>  
**Subject:** FW: Funding Confirmation Process question please

Allyson,

I have spoken with Mindy to confirm grant funds for this project and she stated that the total current amount is \$400,000.00 with the grant department number of 751000. She stated that they had requested and increase as well as an extension. Can you tell me the department/account number for the \$138,000.00 difference. We need it to put on our sheets and to confirm funding.

Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP  
Senior Contracts and Lease Coordinator



THIS AGREEMENT is dated as of the 16<sup>th</sup> day of November in the year 2021 by and between The Board of County Commissioners of Okaloosa County, Florida (hereinafter called Owner or County) and Whitesell-Green, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, 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:

**VPS SECURITY INSPECTION FACILITY**

**Article 2. ENGINEER.**

The Project has been designed by

**AVCON, INC.**

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES.**

3.1 The Work will be substantially completed within **210** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The project shall be deemed substantially complete upon completion of the asphalt pavement, concrete curb and sidewalk, fencing, and pavement markings. The Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **230** 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 3.2.1 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 3.2.1 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The Contractor hereby expressly

**CONTRACT #: C22-3130-AP  
WHITESSELL-GREEN, INC.  
VPS SECURITY INSPECTION FACILITY  
EXPIRES: 210 CALENDAR DAYS AFTER NTP**

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.

3.2.1 Liquidated Damages are based upon the original contract amount, as established by Okaloosa County. Liquidated damages, based upon the original contract amount of \$538,000.00, will be One-thousand-twenty-four dollars (\$ 1,924.00 ) 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 lump sum, unit price, or allowance amount for each separately identified item in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ 538,000.00 as per the attached Contractor bid.

#### **Article 5. PAYMENT PROCEDURES**

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

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

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

95 % of Work completed (with the balance being retainage).

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).

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

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

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

### 5.3 Payments Withheld

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

## Article 6. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

## **Article 7. CONTRACT DOCUMENTS**

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

7.1 **Attachment "A", Invitation to Bid & Contractor's Submittal**, ITB AP 40-21, **VPS SECURITY INSPECTION FACILITY** date of opening July 28, 2021 at 3:00 P.M. (CDT) and any addenda thereto.

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

7.3 **Attachment "C" - Title VI List of Pertinent Nondiscrimination Acts and Authorities**

7.4 Any other documents necessary to clarify and memorialize the agreement between Contractor and Owner

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

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor 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 Contractor 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 Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the consultant keeps and maintains

public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the 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, and (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. 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.

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

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

**Article 12.     MISCELLANEOUS**

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

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

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

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

### **Article 13. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

### **Article 14. CIVIL RIGHTS**

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.

### **ARTICLE 15. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



#### **ARTICLE 16. COMPLIANCE WITH LAWS**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

#### **ARTICLE 18. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 19. THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 20. INDEMNIFICATION AND WAIVER OF LIABILITY**

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this

Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **ARTICLE 21. TAXES AND ASSESSMENTS**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

#### **ARTICLE 22. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning

the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

#### **ARTICLE 23. INCONSISTENCIES AND ENTIRE AGREEMENT**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

#### **ARTICLE 24. SEVERABILITY**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **ARTICLE 25. FORCE MAJURE**

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, biological pandemic episodes, war, terrorist acts, riots, labor strikes, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, and/or acts or omissions of common carrier.

#### **ARTICLE 26. ENTIRE AGREEMENT**

This Agreement and Attachments A through C contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

#### **ARTICLE 27. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY**

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory

represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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

This Agreement will be effective on November 16, 2021 (which is the Effective Date of the Agreement).

**OWNER**

**CONTRACTOR**

Okaloosa County, Florida

Whitesell-Green, Inc.

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

By: Robert A Fabbro, President

Carolyn N. Ketchel  
Chairman, Board of County Commissioners

Signed: Carolyn N. Ketchel

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




[CORPORATE SEAL]



Attest  
JD Peacock II, Clerk of Court

Attest Wendy Mazurek-Levesque

Signed:  Digitally signed  
by JD Peacock II  
Date: 2021.11.16  
16:02:09 -06'00'

Signed: Wendy Mazurek-Levesque

Address for giving notices  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices

3881 N Palafox St.

Pensacola, FL 32505

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

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

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

\_\_\_\_\_

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

**ITB AP 40-21  
VPS Security Inspection Facility  
Attachment "A" - Invitation to Bid  
Contractor's Submittal**

**BID DOCUMENTS**

for

**VPS Security Inspection Facility**

**ITB AP 40-21**

Prepared for:



**Okaloosa County Board  
of County Commissioners**

Prepared by:



**AVCON INC.**

320 Bayshore Dr, Ste A  
Niceville, Florida 32578  
Phone: 850.678.0050

**AVCON Project Number: 2020.0050.02**

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May 2021

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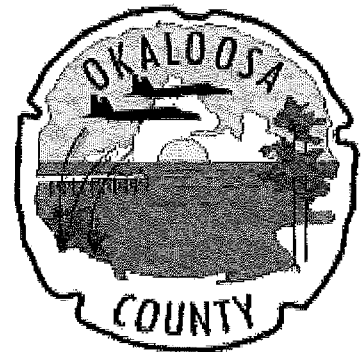
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# FRONT END DOCUMENTS



BID DOCUMENTS  
VPS SECURITY INSPECTION FACILITY



**NOTICE TO BIDDERS**

VPS SECURITY INSPECTION FACILITY  
for  
OKALOOSA COUNTY, FLORIDA

Notice is hereby given that the Board of County Commissioners of Okaloosa County will receive sealed bids until **July 28, 2021 until 3:00 p.m. (CDT)** for the *VPS SECURITY INSPECTION FACILITY* project at which time and place all bids will be publicly opened and read aloud. Bids must be submitted in a sealed envelope clearly marked "BID ENCLOSED – VPS SECURITY INSPECTION FACILITY."

At **3:00 p.m. on July 28, 2021**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "*VPS SECURITY INSPECTION FACILITY*". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the Okaloosa County Purchasing Department located at opening located at 5479A Old Bethel Rd., Crestview, FL 32536. Bids may be submitted at the Purchasing department prior to bid opening or delivered to the Okaloosa County Purchasing Department, 5479A Old Bethel Rd., Crestview, FL 32536.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.**

The *VPS SECURITY INSPECTION FACILITY* project generally includes construction of a 45 ft by 90 ft metal building canopy over the existing east commercial access road at Destin-Fort Walton Beach Airport. The project consists of concrete footers supporting a pre-engineered metal building structure, gutters, interior lighting improvements, concrete curb, and associated civil improvements.

Beginning on **June 28, 2021** digital copies of the above documents may be downloaded by accessing the following sites:

<http://www.myokaloosa.com/purchasing/home> then accessing the link "View Current Solicitations"

<https://www.bidnetdirect.com/florida>

[https://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=2442519](https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519)

A non-mandatory Pre-Bid Conference will be conducted at the Destin-Fort Walton Beach Airport, Administration Conference Rooms, 1701 State Road 85 N., Eglin AFB, Florida 32542, on **July 07, 2021 at 2:00 P.M. (CDST)**. Okaloosa County will transmit to all plan holders of record an Addenda in response to written questions received no later than seven (7) days prior to Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

Upon arrival to the Destin-Fort Walton Beach Airport for the Pre-Bid conference, respondents will park in Lot A and proceed to the center lobby where an Airport representative will be standing by to provide instructions to meeting attendees. In order to help protect yourself and others, a face covering or mask will be required to attend the meeting. The Airports and Purchasing Department staff will provide additional instructions to attendees to ensure a safe atmosphere during the Pre-Bid Conference. Staff will be following the latest guidance from the CDC, State, and Local authorities. (Reference page ITC-13 in the solicitation document)

In addition to the in-person Pre-Bid Conference at the Destin-Fort Walton Beach Airport, the Airport is offering a virtual option to attend the conference conducted through a Zoom meeting on **July 07, 2021 at 2:00 P.M. (CDST)**.

To attend the Zoom meeting, follow the below information to log-in:

**Join Zoom Meeting**

<https://myokaloosa.zoom.us/j/4587775973?pwd=N1g5aXMxVUhxWDRuNktkcjJTM2x4dz09>

Meeting ID: 458 777 5973

Password: 548523

**One tap mobile:** +19712471195,,4587775973#,,1#,548523# US8887880099,,4587775973#,,1#,548523# US Toll-free

**Dial by your location:**

+1 971 247 1195 US

888 788 0099 US Toll-free

877 853 5247 US Toll-free

Once you have attended the Zoom meeting, please e-mail your company name to [jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com) to inform the Purchasing Department after your company has attended the Zoom meeting. *\*Note: this meeting will be recorded for the purpose of producing meeting minutes.*

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

**All originals must have original signatures in blue pen ink.**

All bids should be addressed as follows:

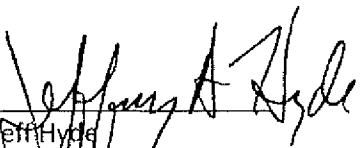
**BID ENCLOSED – VPS SECURITY INSPECTION FACILITY**

**ITB AP 40-21**

Okaloosa County Purchasing Department

5479A Old Bethel Rd.

Crestview, FL 32536

  
Jeff Hyde  
Purchasing Manager

06/20/21  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FL

Carolyn N. Ketchel  
Chairman

**INSTRUCTIONS TO CONTRACTORS**

PROJECT IDENTIFICATION:

- a) Project Title:  
**VPS SECURITY INSPECTION FACILITY**
- b) Owner:  
**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS**
- c) Engineer:  
**AVCON INC.**

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**1. Defined Terms.**

Terms used in the Instructions to Contractors that are defined in the Standard General Conditions of the Project Manual have the meanings assigned to them in the General Conditions.

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

- 1.1 Contractor – one who submits a Bid directly to Owner as distinct from sub-contractor, who submits a bid to a Contractor.
- 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 Contractor – the lowest, responsible and responsive Contractor to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an 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 Contractors 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 submit within two (2) business days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Contractors qualification to do business in the state where the Project is located.

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

- 4.1 It is the responsibility of each contractor 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 Contractor 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 Contractors 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 Contractor has discovered in or between these Project Documents and such other related documents.
  - 4.2 Reference is made to the Supplementary Conditions for identification of:
    - 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of these Project Documents. Contractor may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of the bid or construction.
    - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of these Project Documents. Contractor may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of the bid or construction.
- Copies of such reports and drawings will be made available by Owner to any Contractor on request. Those reports and drawings are not part of the Project Documents, but the "technical data" contained therein upon which Contractor is entitled to rely as provided in Paragraph 4.2 of the General Conditions and has been identified and established in Article 4 of the Supplementary Conditions. Contractor is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.
- 4.3 Information and data shown or indicated in these Project Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
  - 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Contractors with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in these Project Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
  - 4.5 Before submitting a Bid each Contractor will be responsible to obtain 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 or procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto or performing

and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

- 4.6 On request, Owner will provide each Contractor access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Contractor deems necessary for submission of a Bid. Contractor 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 Contractor 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 an incontrovertible representation by Contractor that Contractor 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 Contractor has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Contractor 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.

**5. Availability of Lands for Work**

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 Contractor 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 Contractor. 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 Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Engineer as having received the Project Documents. Questions received less than ten (10) days prior to the date for opening of Bids 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 Contractors 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 Contractor will be retained until such Contractor 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 Contractor 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 Contractor will be forfeited. The Contractor security of other Contractors 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 (120<sup>th</sup>) 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 Bid opening.

**8. Contract Times.**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

**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 be furnished the principal items of material and equipment) 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 within 24 hours after Bid opening 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. Pre-Bid Activity**

Except as provided in this section, contractors are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized to act on behalf of the County 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. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)  
(850) 689-5960

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 bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <http://www.myokaloosa.com/purchasing/current-solicitations>, the BidNet website at <https://www.bidnetdirect.com/florida> and [https://www.demandstar.com/supplier/bids/agency\\_inc/bid\\_list.asp?f=search&mi=2442519](https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=2442519)

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

- 12. Preparation of Bid** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The contractor shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or typed 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 contractor'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. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgment 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 contractor is an out-of-state corporation, the bid shall contain evidence of contractor'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. Contractor shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 13. Integrity of Bid Documents** - Contractors shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Contractors 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 contractor, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a contractor wishes to propose must be clearly stated in the contractor's response in the form of an addendum to the original bid documents.

- 14. Submission of Bid** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed

envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the contractor, and shall be accompanied by the bid security and other required documents. It is the contractor's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will **NOT** be accepted.

Contractor shall submit the original plus two (2) copies of their bid to the place indicated in the Advertisement of Notice to Contractor.

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

**15. 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 contractor 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 contractor may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that contractor 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. Disqualification of Contractors** – Any of the following reasons may be considered as sufficient for the disqualification of a contractor 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 contractor has a financial interest in the firm of another contractor for the same work.
- c. Evidence of collusion among contractors. Participants in such collusion will receive no recognition as contractors for any future work of the County until such participant has been reinstated as a qualified contractor.

- 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 contractor by any Local, State or Federal Government on its barred/suspended vendor list.
- h. Violation of the Cone of Silence.

**21. Award of Bid**

- a. **Okaloosa County Review** - Okaloosa County Designated Staff, to include design consultant, 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), Base Bid plus any combination of Additive Alternates, and the County reserves the right to award the bid to the contractor 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.

**22. Payments** – The Contractor shall be paid after 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, or services, delivered and accepted. Invoices must show Contract number. The Contractor must submit its final invoice on the Project to the County no later than 60 days after completion of the Project. Invoices submitted after that 60 day time period will not be paid.

**23. 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.

**24. Public Entity Crime Information** – Pursuant to Florida Statute 287.133, a contractor 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.

**25. Conflict of Interest** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All contractors 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 contractors 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 contractor's convenience, this certification form is enclosed and is made a part of the bid package.

**26. Reorganization or Bankruptcy Proceedings** – Bids will not be considered from contractors who are currently involved in official financial reorganization or bankruptcy proceedings.

**27. Investigation of Contractor** – The County may make such investigations, as it deems necessary to determine the stability of the contractor to perform the work and that there is no conflict of interest as it relates to the project. The contractor shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

**28. Cone of Silence Clause** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy, see Section 28 of the Okaloosa County Purchasing Manual (**Cone of Silence Clause**). The cone of silence prohibits any communication regarding a ITB, RFP, ITQ, ITN, 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 Purchasing Department staff. The cone of silence shall be in effect from the time of advertisement until contract award.

All communications must be directed to the Purchasing Department.

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

**29. Review of Procurement Documents** – Per Florida Statute 119.071(1)(b) 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.

**30. Compliance with Florida Statute 119.0701** – The Contractor shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Contractor: (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 contractor upon termination of the contract.

**31. 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), which 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 contractor 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.

Contractors 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.

**32. Suspension or Termination for Convenience** – The County may, at any time, without cause, order Contractor 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 Contractor, but Contractor 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 Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

**33. Failure of Performance/Delivery** – In case of default by the contractor, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the contractor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the contractor from the bid list for duration of one (1) year, at the option of the County.

**34. Audit** – If requested, contractor shall permit the County or an authorized, independent audit agency to inspect all data and records of contractor 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.

**35. Records Retention** - The contractor under the terms of this Agreement shall maintain and make 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 which shall be furnished upon request. Records of costs incurred, general accounting records, the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the County for a proper audit of costs.

**36. Equal Employment Opportunity; Non-Discrimination** – Contractor 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.

**37. Non-Collusion** – Contractor 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 contractors. See Florida Statute 838.22.

**38. Unauthorized Aliens/Patriot's Act** – The knowing employment by contractor 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 contractor is notified or becomes aware of such default, the contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor'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. Contractor 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.

**39. Acceptance** – Delivery of material to Okaloosa Board of County Commissioners does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the material meets contract specifications and conditions as listed. Should the delivered material differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. The Purchasing Department shall be notified of the deviation in writing within 10 days and the provisions of the delivery paragraph shall prevail. If the proposed corrective action is not acceptable to Okaloosa County, the final acceptance of the material shall remain the property of the supplier and the county shall not be liable for payment for any portion thereof.

**39. Pre-Bid Conference**

A Pre-Bid Conference will be conducted at the time and place stated in the Notice to Contractors. The County's Purchasing Department, will transmit via the County website and BidNet/DemandStar such Addenda as Architect/Engineer and Owner consider necessary in response to written questions received no later than the question deadline specified in the Invitation to Bid. Oral statements may not be relied upon and will not be binding or legally effective.

Upon arrival to the Destin-Fort Walton Beach Airport for the pre-bid meeting, respondents will park in Lot A and proceed to the center lobby where an Airport representative will be standing by to provide instructions to meeting attendees. In order to help protect yourself and others, a face covering or mask will be required to attend the meeting in person. The Airports and Purchasing Department staff will provide additional instructions to attendees to ensure a safe atmosphere during the pre-bid meeting. Staff will be following the latest guidance from the CDC, State, and Local authorities.

The pre-bid conference will also be offered to attend virtually via the instructions in the Notice to Respondents, pages NTB-1—NTB-2).

**40. 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.

**41. 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>.

**END OF INSTRUCTIONS TO CONTRACTORS**



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**OKALOOSA COUNTY STANDARD CLAUSES**

**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.

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

**IDENTICAL TIE PROPOSALS**

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.

**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.

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

**PUBLIC ENTITY CRIME INFORMATION**

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 287.107, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**BONDING REQUIREMENTS**

Bid Bond, Payment Bond and Performance Bond, and others as required. A Bid Bond is required with the Contactor'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: 08/01/2018

**CONTRACTORS INSURANCE**

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

**WORKERS' COMPENSATION INSURANCE**

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

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

**BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$15,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

**COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**LIMITS OF LIABILITY**

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

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident

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2.	Business Automobile (A combined single limit)	\$1,000,000.00 each accident
3.	Commercial General Liability for Bodily Injury & Property Damage	\$1,000,000.00 each occurrence \$1,000,000.00 each occurrence
4.	Personal and Advertising Injury	\$1,000,000.00 each occurrence

**NOTICE OF CLAIMS OR LITIGATION**

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

**INDEMNIFICATION & HOLD HARMLESS**

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

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

**CERTIFICATE OF INSURANCE**

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County Board of County Commissioners, 302 North Wilson St. Suite 301, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### **GENERAL TERMS**

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

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

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

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

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

#### **UMBRELLA INSURANCE**

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

#### **DELIVERY OF BIDS**

Bid Opening shall be public, on the date and time specified on the NOTICE TO CONTRACTORS. It is the contractor's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable.

**NOTE: Crestview, Florida is "not a next-day-guaranteed delivery location" by delivery services.**

#### **Liquidated Damages**

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

Daily Charge

<u>Original Contract Amount</u>	<u>Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1584
\$500,000 but less than \$2,500,000	1924
\$2,500,000 but less than \$5,000,000	2694
\$5,000,000 but less than \$10,000,000	3902
\$10,000,000 but less than \$15,000,000	6102

- 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 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.

**FORCE MAJURE**

# BID DOCUMENTS



BID DOCUMENTS  
VPS SECURITY INSPECTION FACILITY




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


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<b><u>ITB TITLE:</u></b>	<b><u>ITB NUMBER:</u></b>
<b>VPS SECURITY INSPECTION FACILITY</b>	<b>ITB AP 40-21</b>

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<b><u>ISSUE DATE:</u></b>	June 28, 2021	8:00 A.M. CDST
<b><u>NON-MANDATORY PRE-BID CONFERENCE:</u></b>	July 07, 2021	2:00 P.M. CDST
<b><u>LAST DAY FOR QUESTIONS:</u></b>	July 16, 2021	4:00 P.M. CDST
<b><u>ITB OPENING DATE &amp; TIME:</u></b>	July 28, 2021	3:00 P.M. CDST

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

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Purchasing Department by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Okaloosa County Purchasing Department, located at 5479A Old Bethel Rd., Crestview, FL 32536. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of one hundred twenty (120) 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: 850-434-5311

EXT: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: jdillon@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: \_\_\_\_\_

TITLE: President

PRINTED NAME: Robert Fabbro

DATE: 28 July 2021

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**ITB AP 40-21**  
**VPS Security Inspection Facility**  
**Attachment "A" - Invitation to Bid**  
**Contractor's Submittal**



**BID FORM**

**PROJECT IDENTIFICATION:**

VPS SECURITY INSPECTION FACILITY

**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. Contractor 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	1 July 2021
Addendum No.	2	Date	21 July 2021
Addendum No.		Date	
Addendum No.		Date	

- (b) Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- (c) Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- (d) Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Contractor 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 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 Project 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 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 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 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 Contractor, 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:

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

Contractor acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in these documents.

5. Contractor agrees that Work will be **substantially complete 210 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. The project shall be deemed substantially complete upon completion of the asphalt pavement, concrete curb and sidewalk, drainage structures, pavement markings, and lighting installed. Contractor agrees that Work will be substantially complete and ready for final payment in accordance with paragraph

- 14.13 of the general conditions within 230 calendar days after the date when the Contract Time commences to run.
6. Contractor accepts the provisions of the Agreement as to liquidated damages 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 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 7 of the Instructions to Contractors and 5.1 of the General Conditions. (ITC-6)
  - b) Bid Schedule (BS-1)
  - c) Bid Affidavit (BA-1)
  - d) Bid Bond (BB-1 to BB-2)
  - e) Required Contractor Qualifications & Requirements. (CQR-1 to CQR-3)
  - f) Form of Noncollusion Affidavit (NCA-1)
  - g) Certification of Non-Segregated Facilities (NSF-1)
  - h) Public Entity Crimes (SSPEC-1 to SSPEC-3)
  - i) Certificate as to Corporate Principal (CCP-1)
  - j) Certified Copy of Resolution of Board of Directors (RBD-1)
  - k) Conflict of Interest Disclosure Form (OC-1)
  - l) Drug-Free Workplace Certification (OC-2)
  - m) Certification of Contractor Regarding Trench Safety (OC-3)
  - n) Indemnification and Hold Harmless (OC-4)
  - o) Insurance Compliance (OC-5)
  - p) Affidavit – Worker’s Compensation (OC-6)
  - q) Recycled Content Form (OC-7)
  - r) Disadvantaged Business Enterprise Program (OC-8 to OC-11)
  - s) DBE Certificate of Compliance Form (OC-12)

- t) A tabulation of Performance of Work by Subcontractors that Contractor plans to use. (PWSC-1)
- u) E-Verify Compliance Certification (EVCC-1),
- v) Cone of Silence (CS-1)
- w) Buy American Certificate (BAC-1)
- x) Lobbying – 31 USC 1352 (LF-1)
- y) Equal Employment Opportunity Report Statement (EEOR-1)
- z) Vendors on Scrutinized List (VSL-1)
- aa) Addendum Acknowledgement Form (AA-1)
- bb) Company Data (CD-1)
- cc) System for Award Management Form (SAM-1)

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

Whitesell-Green, Inc., Attn: Jack Dillon

PO Box 2849

Pensacola, FL 32513

850-434-5311

jdillon@whitesell-green.com

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 28 July, 2021

State Contractor License No. CGC000469

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. \_\_\_\_\_ (SEAL)

(Corporation Name)

Florida \_\_\_\_\_

(State of Incorporation)

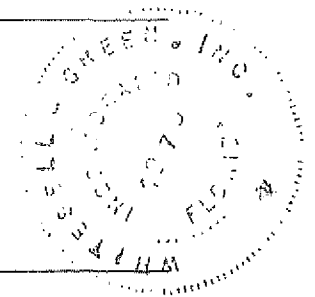
By Robert Fabbro  \_\_\_\_\_ (SEAL)

(Name of person authorized to sign)


President \_\_\_\_\_

(Title)

(Corporate Seal)



Attest Jill Whitesell



(Secretary)

Business address: PO Box 2849 \_\_\_\_\_

Pensacola, FL 32513 \_\_\_\_\_

Phone No.: 850-434-5311 \_\_\_\_\_

Date of Incorporation is 3 December 1970 \_\_\_\_\_



OKALOOSA COUNTY  
BID SCHEDULE

VPS SECURITY INSPECTION FACILITY

## BID SCHEDULE

BIDDER: Whitesell-Green, Inc. DATE: July 28, 2021PROJECT DESCRIPTION: VPS SECURITY INSPECTION FACILITY

Bid Item No.	Item Description & Unit Price In Words	Unit	Estimated Quantity	Unit Price	Total Amt./ Item
1	Security Inspection Facility, Complete four hundred ninety eight thousand _____ dollars and zero _____ cents	LS	1	\$498,000.00	\$498,000.00
2	Unknown Utility Relocation Allowance ten thousand _____ dollars and zero _____ cents	AL	1	\$10,000.00	\$10,000.00
3	Security and IT Allowance twenty five thousand _____ dollars and zero _____ cents	AL	1	\$25,000.00	\$25,000.00
4	Permit Fees Allowance five thousand _____ dollars and zero _____ cents	AL	1	\$5,000.00	\$5,000.00

For all work required to perform the work 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 BID AMOUNT (in words): five hundred thirty eight thousand \_\_\_\_\_  
 \_\_\_\_\_ Dollars and zero \_\_\_\_\_ cents  
 (\$ 538,000.00 )  
 (amount in numbers)

\* Note: Total Bid Amount shall equal the total amount for Bid Item No. 1 through 4.

Contractor acknowledges that the Basis of Award shall be the Base Bid, or any combination of the Base Bid and Additive Alternates (if applicable) ultimately awarded by the County, price and other factors considered. The bid bond amount shall be in the amount of the Base Bid and the additional water main installation bid for this project. The Contractor acknowledges that 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.

The Bidder 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 Bidder 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 2:00 pm, CST, this 28th day of July, 2021.

Whitesell-Green, Inc.

(Name of Bidder)



(Authorized Signature)

Robert Fabbro, 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 Fabbro, President 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 Fabbro, President [signature]  
28 July 2021  
[date]

STATE OF Florida COUNTY OF Escambia

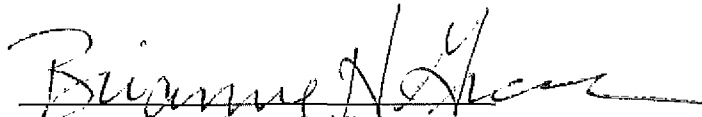
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert Fabbro, President  
*[name of individual signing]*

who, after first being sworn by me, affixed his/her signature in the space provided above on this 28th day of July, 2021.

Subscribed and sworn to before me this 28th day of July, 2021.

My Commission Expires:  
1/20/2025

  
Notary Public

Brianne H. Grace  
Notary Public  
State of Florida  
My Commission Expires 01/20/2025  
Commission No. HH 83080

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  
5479A Old Bethel Road  
Crestview, FL 32536

BID:

BID DUE DATE: 07/28/21  
PROJECT (Brief Description Including Location):  
VPS SECURITY INSPECTION FACILITY  
Okaloosa County, Florida

BOND:

BOND NUMBER: N/A  
DATE: (Not later than Bid Due Date): 07/28/21  
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

SURETY

Whitesell-Green, Inc. (Seal)

Federal Insurance Company (Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature] Vice President  
Signature and Title

By: [Signature]  
Robert Corley McLendon Signature and Title Attorney-in-Fact & Licensed Resident Agent (Attach Power of Attorney)

Attest: [Signature]  
Signature and Title

Witness: [Signature]  
Paula S. Nelloms  
Signature

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.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

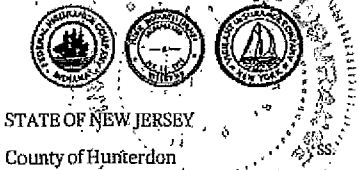
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Robert Corley McLendon, Alan Douglas Moore, Michael David Raidt and Edward 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, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2017.

Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President



On this 10th day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows 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 she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2019

[Signature]
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:

"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, and PACIFIC INDEMNITY 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 Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) 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 28th July 2021



[Signature]
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3655 e-mail: surety@chubb.com

**CONTRACTOR QUALIFICATIONS and REQUIREMENTS**

A company desiring to do business with the County and bid on the subject project must be a licensed Florida contractor and show proof of such current and active licensure. The contractor will hold a certified or registered license that is approved at the state level through the Department of Business and Professional Regulation under the Florida Construction Industry Licensing Board. The proposer will also provide notice of any additional licensure such as building contractor or general contractor. Further, if performing types of work related to roads or airfield pavements, bridge or other related transportation construction contracts greater than \$250,000.00, Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation, (Chapter 14-22, F.A.C.) requires contractors to be prequalified with the Florida Department of Transportation in order to bid for the subject work. FDOT prequalification proof is required at the time of bid submittal. Information can be obtained by visiting this link: <https://www.fdot.gov/contracts/prequal-info/prequalified.shtm>

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? Include proof of current and active licensure. See Attachment A
  
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.
  - 1) Underbrush II, - Ken Turner, Marko Solutions, Eglin AFB (physical address classified) - (850)-892-9636  
CD 06/2020, Bid Price: \$4.6M, Completed Cost: \$4.6M (Owner requested upgrades)
  - 2) Triton Mission Control Facility - Smantha Shelton, NAVFAC SE, PWD Jacksonville, Bldg 27 PO Box 5, Jacksonville, FL 32212 - (904)-542-5572  
CD 05/2019, Bid Price: \$8.5M, Completed Cost: \$9.4M (Owner requested upgrades)
  - 3) Renovate Buildings 920/930 - Gerlyn Ortiz, U.S. Army Corps of Engineers, Lackland Air Force Base 210.673.1786 (Office) 210.760.5813 (Mobile)  
CD 06/2021, Bid Price: \$12.7M, Completed Cost: \$12.9M (Owner requested upgrades)
  
3. List projects presently under construction by your firm, the dollar volume of the contract, and the percentage of completion of the contract.

Renovate B101 Admin Office, NAS Jacksonville, FL - \$18.2M - 50% Complete  
 F-35 Student Dormitory, Eglin AFB, FL - \$27.7M - 90% Complete  
 Baggage Handling System Addition, Destin/FWB Airport, FL - \$14M - 47% Complete  
 Okaloosa County Water and Sewer Field Offices, Okaloosa Co, FL - \$3.4M - 4% Complete  
 Concourse C Addition and Expansion, Destin/FWB Airport, FL - \$11.6M - 4% Complete

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, as a General Contractor we typically sublet a majority of the work to qualified Subcontractors. WGI will provide management of the project and select self-perform work such as installation of doors and hardware, concrete formwork, rough carpentry, and installation of finish accessories.

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

WGI prefers to rent equipment on an as-needed basis to allow for equipment to be better maintained and inspected. Subcontractors may also provide their owned equipment if available.

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

Equipment will be rented on an as-needed basis as required to perform the work. WGI will only purchase equipment in the event it cannot be sourced locally.

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).

1) Corgan, 401 N. Houston St., Dallas TX 75202, (214)748-2000  
2) Graef, 2300 Maitland Ctr Pkwy, Maitland, FL (407)659-8500  
2) Avcon, 320 Bayshore Dr. Ste A, Niceville, FL 32578 (850)678-0050

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.

1) Surety - Bob McClendon, Fisher-Brown, Inc. - 1714 W. 23rd St., Suite K, Panama City, FL 32405 - (850) 785-7404  
2) Bank - Rex McKinney, Servis 1st Bank - 316 S. Baylen St., Ste 100, Pensacola, FL 32502 - (850) 261-9100  
3) Supplier - Randy Bell, Bell Steel - 530 South C St., Pensacola, FL 32502 - (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.

This information will be provided upon request from Owner

- 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 Corporation

(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:

William K. Whitesell, Jr. - Chief Executive Officer, Robert Fabbro - President

Jill Whitesell - Corporate Secretary

Elizabeth Whitesell Locklear - Chief Financial Officer

William K. Whitesell, III - Chief of Development



**FORM OF NONCOLLUSION AFFIDAVIT**

(This Affidavit is Part of Bid)

STATE OF Florida

COUNTY OF Escambia

Being first duly sworn, deposes and says that he/she is

Robert Fabbro, 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.

[Signature] (Contractor)

Robert Fabbro, President

Sworn to and subscribed before me this 28th day of

July, 2021.

Notary Public in and for

Escambia County,

[Signature]

Brianne H Grace

My Commission Expires:

1/20, 2025

Brianne H. Grace  
Notary Public  
State of Florida  
My Commission Expires 01/20/2025  
Commission No. HH 83030

**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: Title: Robert Fabbro, PresidentDated: 28 July 2021

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

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

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

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

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

whose business is Whitesell-Green, Inc. 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: NA.)

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

5. I understand that a "person" as defined in Section 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

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

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

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



Robert Fabbro, President [signature]

28 July 2021

[date]

STATE OF Florida COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Robert Fabbro, President


[name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above on this 28th day of July, 2021.

Subscribed and sworn to before me this 28th day of July, 2021

My Commission Expires:

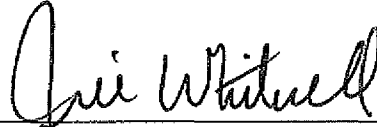
1/20/2025

  
Notary Public

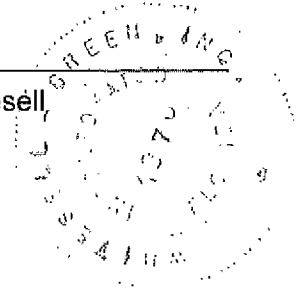
Brianne H. Grace  
Notary Public  
State of Florida  
My Commission Expires 01/20/2025  
Commission No. HH 83030

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, Jill Whitesell, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Robert 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.



Secretary (Corporate Seal) Jill Whitesell

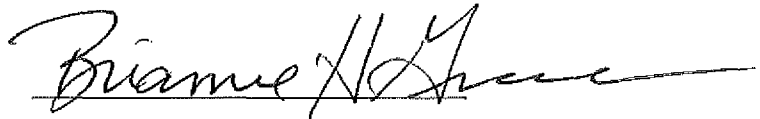


STATE OF FLORIDA  
COUNTY OF Escambia

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

Subscribed and sworn to before me this 28th day of July, 2021, A.D.

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



Notary Public  
State of Florida-at-Large

My commission Expires:

1/20/2025

Brianne H. Grace  
Notary Public  
State of Florida  
My Commission Expires 01/20/2025  
Commission No. HH 83030

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

Whitesell-Green, Inc.

(NAME OF CORPORATION)

"RESOLVED that, Robert Fabbro, President

(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:

**VPS SECURITY INSPECTION FACILITY**

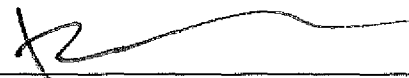
and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Contractor shall be liable under the penalties of perjury.

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

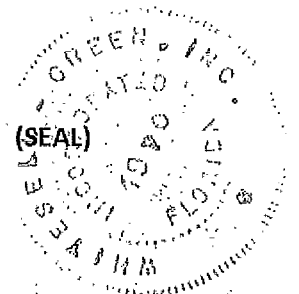
Whitesell-Green, Inc.

(NAME OF CORPORATION)

at a meeting of its Board of Directors held on the 28th day of July, 2021.

By 

Title Robert Fabbro, President



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

**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.

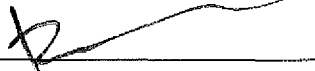
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_ NO X \_\_\_\_\_

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____
_____	_____

FIRM NAME: Whitesell-Green, Inc.

BY (PRINTED): Robert Fabbro

BY (SIGNATURE): 

TITLE: President

ADDRESS: 3881 N Palafox Street

Pensacola, FL 32505

PHONE NO.: 850-434-5311



**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.

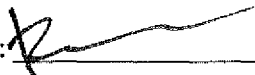
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 28 July 2021

COMPANY: Whitesell-Green, Inc.

ADDRESS: 3881 N Palafox Street  
Pensacola, FL 32505

PHONE #: 850-434-5311

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

NAME: Robert Fabbro  
(Typed or Printed)

TITLE: President

**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.  
3881 N Palafox Street  
Pensacola, FL 32505

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

Yes   ✓   No                     

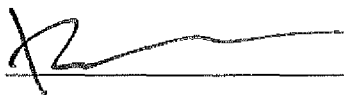
2. Contractors agrees to comply with all applicable trench safety standards as set forth in the Act and as referenced in the Act.

Yes   ✓   No                     

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

Robert Fabbro, President

SIGNATURE




DATE   28 July 2021

**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  
3881 N Palafox Street  
Pensacola, FL 32505  
Physical Address  
3881 N Palafox Street  
Pensacola, FL 32505  
Mailing Address  
850-434-5311  
Phone Number  
850-418-1530  
Cellular Number  
28 July 2021  
Date

  
Authorized Signature - Manual  
Robert Fabbro  
Authorized Signature - Typed  
President  
Title  
850-434-5311  
FAX Number  
850-418-1530  
After-Hours Number(s)

**INSURANCE COMPLIANCE**

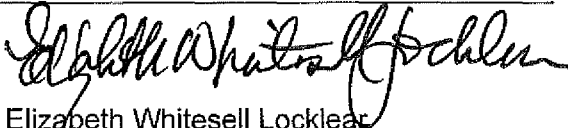
This form is to be completed and signed the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements (as specified in page BOC-2 to BOC-6) or that the insurance company has reviewed the bid requirements and certifies that you were bid any price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

**CONTRACTOR**

I certify that the insurance requirements have been reviewed.

Company Name Whitesell-Green, Inc.

Address 3881 N Palafox Street  
Pensacola, FL 32505

Representative 

Name Elizabeth Whitesell Locklear

Title Chief Financial Officer

Phone Number 850-434-5311

**INSURANCE COMPANY**

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

Company Name Turner Insurance & Bonding Company

Address 2601 Bell Road, Montgomery, AL 36117

Representative

Name Rachel Hutto 

Title Captive Account Manager

Phone Number 334-386-3608

**AFFIDAVIT - WORKER'S COMPENSATION**

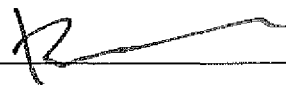
State of Florida

County of Escambia


SS: Robert Fabbro, President

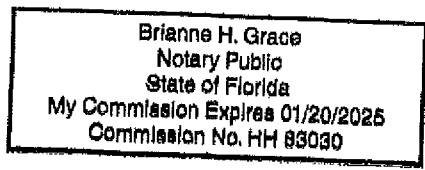
of Whitesell-Green, Inc.

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: 

Subscribed and sworn to before me this 28th day of July, 20 21

Notary Public 



RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION:

- 1. Is the material in the above: VIRGIN \_\_\_\_\_ or RECYCLED \_\_\_\_\_  
(Check the applicable blank)  
If RECYCLED, what percentage Estimated 25 %.

Product Description: Although products have not been officially procured, past experience in projects of this scope allow us to assume that 25% (by price) recycled content will be achieved for products in applicable specification divisions 03 through 10.

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

Specify: \_\_\_\_\_  
Products with sustainability reports such as Environmental Product Declarations, Health Product Declarations, Corporate Sustainability Reports, etc. will be actively sourced. These reports provide valuable information on the products recycled content and packaging, which will aid in providing a final sustainable project to the owner with the least amount of environmental impact.

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

Specify: \_\_\_\_\_  
Many large corporations have now established product end of life take-back programs to ensure their products are reused or recycled at the end of their services. These products include but are not limited to: Flooring (vinyl, rubber, carpet), corner/wall guards, and hardware. Other more obvious sources for recycleable products include: Steel, cold formed framing, concrete and wood.

The above is not applicable if there is only a personal service involved with no product involvement.  
More specific data can be provided as the products are procured if required by the solicitation.

Name of Contractor:  
Whitesell-Green, Inc.

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

7. **DBE PARTICIPATION GOAL** – No specific DBE goal has been established for this project; however, the contractor should make a good faith effort to include as much DBE participation as possible and must document the anticipated DBE participation on the next page.
8. **AVAILABLE DBE'S** – The FDOT maintains an online searchable database of DBE firms at <https://www3.dot.state.fl.us/equalopportunityoffice/biznet>. This program contains listing of DBE's (certified and noncertified). Bidders are encouraged to inspect this list to assist in locating DBEs for the work. Other DBEs may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

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

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**MBE's**

MBE Subcontractors		Dollar Value of
Names/Addresses/ Identity	Subcontract Work Item	Subcontract Work

WGI has utilized several Good Faith Efforts to increase interest from all types of disadvantaged businesses. Although we have no enforceable agreements with DBEs at this time, we see no reason that we would not subcontract to numerous DBEs to perform any number of scopes of work. Our historical percentage is well over 10%.

The ITB was sent to over 840 firms from the FDOT DBE database alone.

**WBE's**

Women Subcontractors		Dollar Value of
Names/Addresses/ Identity	Subcontract Work Item	Subcontract Work

Good Faith Efforts included but are not limited to reaching out to subcontractors from existing company source lists, FDOT DBE database, SAM database, SBA's Dynamic Small Business Search web page, System for Awards Management, Veterans service organizations, Local Procurement Technical Assistance Centers (PTAC) database, Federal Agency Small Business Offices, Local small business and minority associations, and local chambers of commerce. Upon award preference will be given to DBEs in the event of competitive pricing for the same scope with a large business. Assistance will be offered to DBEs with obtaining the required insurance and bonding.

**OSE's**

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group

Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
---------------------------	-----------------------	----------------------------------


Total Dollar Value of Subcontract Work	TBD
Total Dollar Value of Basic Bid	TBD
Total DBE Percent	TBD %

\*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)



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

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

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

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

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

**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>).

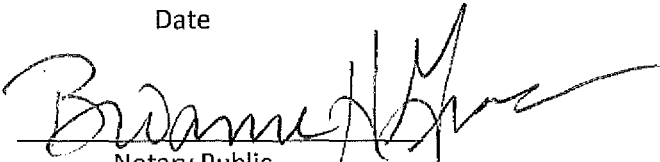
Okaloosa County intends to utilize and implement this program in the awarding of this contract.

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 pages OC-8 through OC-11.

  
\_\_\_\_\_  
Contractor's Signature

Robert Fabbro, President  
\_\_\_\_\_  
Title

28 July 2021  
\_\_\_\_\_  
Date

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

Brianne H. Grace  
Notary Public  
State of Florida  
My Commission Expires 01/20/2025  
Commission No. HH 83030

**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>	<b>Subcontractors</b>
1	Per ITB General Conditions paragraph 6.8, a list of Subcontractors and major	
2	Material Suppliers for the Owner's approval within (24) hours after Bid Opening.	
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		


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

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

**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: 28 July 2021 SIGNATURE: 

COMPANY: Whitesell-Green, Inc. NAME: Robert Fabbro  
(Typed or Printed)

ADDRESS: 3881 N Palafox Street TITLE: President  
Pensacola, FL 32505

E-MAIL: rfabbro@whitesell-green.com

PHONE NO.: 850-434-5311

**CONE OF SILENCE**

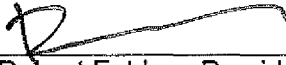
The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents 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  (Signature) representing Whitesell-Green, Inc. (Company Name) on this 28th day of July, 2021 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.

**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

No exceptions taken under current market conditions.

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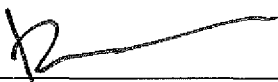
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Whitesell-Green, Inc.

(Name of Bidder)

By: 

Title: Robert Fabbro, President

Dated: 28 July 2021

**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 Fabbro, President Name and Title of Contractor's Authorized Official

28 July 2021 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.

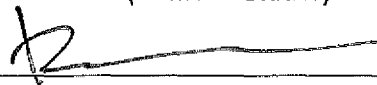
The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of bid.

- 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 111114, 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

Title: Robert Fabbro, President  
 \_\_\_\_\_  
 Title

Date: 28 July 2021  
 \_\_\_\_\_

\*Must be the same signature on Bid Proposal

**VENDORS ON SCRUTINIZED COMPANIES LISTS**

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

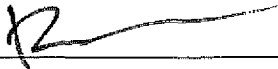
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 28 July 2021

COMPANY: Whitesell-Green, Inc.

ADDRESS: 3881 N Palafox Street  
Pensacola, FL 32505

PHONE NO.: 850-434-5311

SIGNATURE: 

NAME: Robert Fabbro  
(Typed or Printed)

TITLE: President

E-MAIL: rfabbro@whitesell-green.com

**ADDENDUM ACKNOWLEDGEMENT**

**ITB AP 40-21**

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

ADDENDUM NO.	DATE
1	1 July 2021
2	21 July 2021

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.

COMPANY DATA

Respondent's Company Name: Whitesell-Green, Inc.  
Physical Address & Phone #: 3881 N Palafox Street  
Pensacola, FL 32505  
Contact Person (Typed-Printed): Jack Dillon  
Phone #: 850-434-5311  
Cell #: 239-253-5596  
Email: jdillon@whitesell-green.com  
Federal ID or SS #: 59-1307427  
Respondent's License #: CGC000469  
Respondent's DUNS #: 0530002721  
Fax #: 850-434-5315  
Emergency #'s After Hours,  
Weekends & Holidays: 850-418-1530 - Robert Fabbro - President

**System for Award Management (Oct 2016)**

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

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

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

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

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

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

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

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

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

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

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

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

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering.

Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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

Offerors SAM information:

Entity Name: Whitesell-Green, Inc.

Entity Address: 3881 N Palafox Street  
Pensacola, FL 32505

Duns Number: 0530002721

CAGE Code: 0CZG1



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
7/7/2021

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

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

<b>PRODUCER</b> PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	<b>CONTACT NAME:</b> Rachel Hutto <b>PHONE (A/C, No, Ext):</b> (334) 244-0004 <b>FAX (A/C, No):</b>		
	<b>E-MAIL ADDRESS:</b> rhutto@turnerfirst.com		
<b>INSURED</b>  Whitesell-Green Inc. 3881 N. Palafox St. Pensacola, FL 32505	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Co		19682
	<b>INSURER B:</b> Hartford Casualty Insurance		
	<b>INSURER C:</b> Transguard Insurance Company of America		28886
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X X	21UENOD2108	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X X	21UENOD2109	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	21WEOD2B0H	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater		IMP 1000200-00	1/1/2021	1/1/2022	Leased/Rented 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: VPS SECURITY INSPECTION FACILITY**

Okaloosa County & all other parties required by written contract are named as additional insured on a primary basis as respects General Liability, Automobile Liability, & Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of Okaloosa County & its employees & all other parties required by written contract as respects General Liability, Automobile Liability, Umbrella Liability, & Workers Compensation where required by written contract. 30 days written notice of cancellation applies where required by written contract.

<b>CERTIFICATE HOLDER</b>  Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# *State of Florida*

## *Department of State*

I certify from the records of this office that WHITESELL-GREEN, INC. is a corporation organized under the laws of the State of Florida, filed on December 3, 1970.

The document number of this corporation is 373638.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 15, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fifteenth day of January, 2021*



*Randy Be*  
*Secretary of State*

Tracking Number: 3445272455CC

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

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



# CONTRACT FORMS



BID DOCUMENTS  
VPS SECURITY INSPECTION FACILITY

**STANDARD FORM OF AGREEMENT**

**Draft Contract**

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

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

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, 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:

**VPS SECURITY INSPECTION FACILITY**

**Article 2. ENGINEER.**

The Project has been designed by

**AVCON, INC.**

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES.**

3.1 The Work will be substantially completed within **210** calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The project shall be deemed substantially complete upon completion of the asphalt pavement, concrete curb and sidewalk, fencing, and pavement markings. The Work will be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **230** 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.

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

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

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

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

#### **Article 5. PAYMENT PROCEDURES**

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

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

5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less

such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

95 % of Work completed (with the balance being retainage).

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).

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

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

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

### 5.3 Payments Withheld

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

5.3.1.1 Defective Work not remedied;

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

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

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

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

5.3.1.6 Unsatisfactory prosecution of the Work by the Contractor;

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

5.3.1.8 Any other material breach of the Contract Documents.

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

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

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

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

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

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

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

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

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

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

#### **Article 7. CONTRACT DOCUMENTS**

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

7.1 **Attachment "A"**, Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, ITB AP 40-21, **VPS SECURITY INSPECTION FACILITY** date of opening July 21, 2021 at 3:00 P.M. (CDT) and any addenda thereto.

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

7.3 **Attachment "C" - Title VI List of Pertinent Nondiscrimination Acts and Authorities**

7.4 Plans, Drawings, and Technical Specifications

7.5 Any other documents necessary to clarify and memorialize the agreement between Contractor and Owner

#### **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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, LISA PRICE, 302 N. WILSON STREET., SUITE 301, CRESTVIEW, FL 32536; PHONE: (850) 689-5979; Lprice@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, and (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. 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.

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

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

**Article 13. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation



arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

#### **Article 14. CIVIL RIGHTS**

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.

#### **ARTICLE 15. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **ARTICLE 16. COMPLIANCE WITH LAWS**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

#### **ARTICLE 17. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

#### **ARTICLE 18. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 19. THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 20. INDEMNIFICATION AND WAIVER OF LIABILITY**

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **ARTICLE 21. TAXES AND ASSESSMENTS**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement.

Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

#### **ARTICLE 22. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

#### **ARTICLE 23. INCONSISTENCIES AND ENTIRE AGREEMENT**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**ARTICLE 24. SEVERABILITY**

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**ARTICLE 25. FORCE MAJURE**

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, biological pandemic episodes, war, terrorist acts, riots, labor strikes, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, and/or acts or omissions of common carrier.

**ARTICLE 26. ENTIRE AGREEMENT**

This Agreement and Exhibits \_\_\_\_\_ contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**ARTICLE 27. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY**

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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

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

**OWNER**

**CONTRACTOR**

\_\_\_\_\_  
**Okaloosa County, Florida**

\_\_\_\_\_

EGLIN AFB, FL  
DESTIN-FORT WALTON BEACH AIRPORT  
VPS SECURITY INSPECTION FACILITY

SFA-12

STANDARD FORM OF AGREEMENT  
MAY 2021  
BID DOCUMENTS

By: \_\_\_\_\_  
Carolyn N. Ketchel  
Chairman, Board of County Commissioners

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

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

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

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

Address for giving notices

Address for giving notices

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

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

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

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

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

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

**Special Conditions**  
**Federal Requirements**  
**With EEO and Davis – Bacon Act**

The following special conditions apply to the Agreement and are incorporated herein by reference:

**Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**  
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 County assumes responsibility for notifying the Environmental Protection Agency (EPA).

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

**Byrd Anti Lobbying Amendment (31 U.S. C. 1352)**. The Certification regarding Lobbying executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Work Hour and Safety Standards (40 U.S.C. 3701-3708)**. The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment “A” to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246)**. During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications:**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the



provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written

notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area**

**Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation,

including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal

**Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

the County 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the County may, after written notice to the Contractor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits

under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Florida Department of Transportation if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or Owner, as the case may be, for transmission to the Florida Department of Transportation. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Florida Department of Transportation if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or Owner, as the case may be, for transmission to the Florida Department of Transportation, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the County government agency (or the applicant, County, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, Florida Department of Transportation, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, County, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually



registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as Florida Department of Transportation may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

**Attachment "C"**

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

**Draft Contract**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**PERFORMANCE BOND**

KNOW ALL MEN by these presents; That we (1) \_\_\_\_\_  
\_\_\_\_\_ a (2) \_\_\_\_\_  
hereinafter called "Principal" and (3) \_\_\_\_\_  
of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the  
"Surety", are held and firmly bound unto (4) \_\_\_\_\_  
of \_\_\_\_\_, hereinafter called "OWNER", in the penal sum  
of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
in lawful money of the United States for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, a copy of which is hereto  
attached and make a part hereof for the construction of:

VPS SECURITY INSPECTION FACILITY

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extensions thereof which may be granted by the Owner, with or without  
notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract,  
and shall fully indemnify and save harmless the Owner from all costs and damages which it may  
suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and  
expense which the Owner may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or to the work to  
be performed thereunder or the Specifications accompanying the same shall in any way affect its  
obligations on this bond, and it does not hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall  
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Address

SEAL:

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

SEAL:

Date of bond must not be prior to date of Contract

1. Correct name of Contractor.
2. A Corporation, A Partnership or an Individual as case may be.

3. Correct name of Surety.
4. Correct name of Owner.
5. If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN by these presents; That we (1) \_\_\_\_\_  
\_\_\_\_\_ a (2) \_\_\_\_\_  
hereinafter called "Principal" and (3) \_\_\_\_\_  
of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter call the  
"Surety", are held and firmly bound unto (4) \_\_\_\_\_  
of \_\_\_\_\_ State of Florida \_\_\_\_\_, hereinafter called "OWNER", in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money  
of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract  
with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto  
attached and make a part hereof for the construction of:

VPS SECURITY INSPECTION FACILITY

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors,  
and corporations furnishing materials for or performing labor in the prosecution of the work provided for  
in such contract, and any authorized extension or modification thereof, including all amounts due for  
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed  
or used in connection with the construction of such work, and all insurance premiums on said work, and  
for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall  
be void; otherwise to remain in full force and effect.



PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the contractor or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Address

SEAL:

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

SEAL:

**CONTRACTOR'S RELEASE OF LIENS**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Before me, the undersigned Notary Public in and for the said County and State personally appeared \_\_\_\_\_, representing the Contractor \_\_\_\_\_, who being duly sworn according to law deposes and says that all labor, materials, and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract with \_\_\_\_\_ the Owner, for \_\_\_\_\_, Contract No. \_\_\_\_\_, have been paid in full and that for the final payment in the amount of \$ \_\_\_\_\_, the Contractor releases and discharges the Owner and his authorized representatives from any liens or claims or any nature because of or arising from this Contract and/or its performance, which it has had, has or may have in the future.

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

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**ADVERTISEMENT OF COMPLETION**

\_\_\_\_\_ (Contractor)

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

gives notice of completion of \_\_\_\_\_ (Project)

and sets \_\_\_\_\_ as the date of final settlement.

All persons and firms should file all claims for payment to the below address prior to the settlement date:

Okaloosa County  
5479A Old Bethel Road  
Crestview, FL 32536

By: \_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

Leg: \_\_\_\_\_ (Publication Dates)

## Title VI Clauses for Compliance with Nondiscrimination Requirements

### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

2. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
3. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
4. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
5. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
7. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## Title VI List of Pertinent Nondiscrimination Acts and Authorities

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **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

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

**E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
  - a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall

follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
  - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
  - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
  - (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

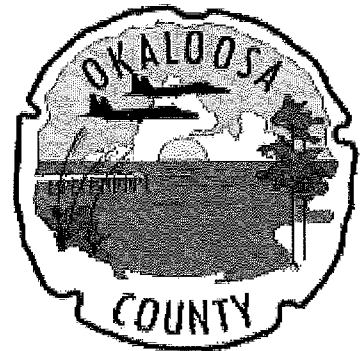


- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

# GENERAL CONDITIONS



BID DOCUMENTS  
*VPS SECURITY INSPECTION FACILITY*

**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:

- 1.1. AASHTO – The American Association of State Highway and Transportation Officials, the successor association AASHO.
- 1.2. Access Road – The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.
- 1.3. Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Project Requirements or the Contract Documents.
- 1.4. Advertisement – A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
- 1.5. 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.
- 1.6. AIP – The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.
- 1.7. 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.
- 1.8. 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.
- 1.9. 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.
- 1.10. 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.
- 1.11. ASTM – The American Society for Testing and Materials.
- 1.12. Award – The acceptance, by the Owner, of the successful contractor's proposal.
- 1.13. Bid – The offer or proposal of the contractor submitted on the prescribed form setting forth the prices for the Work to be performed.

- 1.14. Contractor – Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
- 1.15. 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).
- 1.16. Project Requirements – The advertisement or invitation to Bid, instructions to contractors, and the Bid Form.
- 1.17. 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.
- 1.18. Bonds – Performance and Payment bonds and other instruments of security.
- 1.19. Calendar Day – Every day shown on the calendar.
- 1.20. Certificates of Compliance – Written statements by the manufacturer stating the material furnished is in conformance with the Specifications.
- 1.21. 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.
- 1.22. 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 6.19 and 6.20 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.
- 1.23. 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).
- 1.24. 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.
- 1.25. Contract Item (Pay Item) – A specific unit of work for which a price is provided in the Contract.

- 1.26. Contractor – The person, firm or corporation with whom Owner has entered into the Agreement.
- 1.27. 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).
- 1.28. Drainage System – The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
- 1.29. 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.
- 1.30. 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.
- 1.31. Engineer – The person, firm, or corporation named as such in the Agreement.
- 1.32. 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.
- 1.33. 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.
- 1.34. 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.
- 1.35. 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.
- 1.36. 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.
- 1.37. 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.

- 1.38. General Requirements – Sections of Division 1 of the Specifications.
- 1.39. 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.
- 1.40. 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.
- 1.41. 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.
- 1.42. Laboratory – The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.
- 1.43. 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.
- 1.44. Liens – Liens, charges, security interests, or encumbrances upon real property or personal property.
- 1.45. 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.
- 1.46. 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.
- 1.47. Materials – Any substance specified for use in the construction of the Contract work.
- 1.48. Mil Specifications – The Military Specifications and Standard, and indices thereto, that are prepared and issued by the Department of Defense.
- 1.49. 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.
- 1.50. 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.

- 1.51. 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.
- 1.52. FDOT – The Florida State Department of Transportation. When used to designate a person, FDOT shall mean the commissioner or his duly authorized representative.
- 1.53. 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.
- 1.54. 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.
- 1.55. Pavement – The combined surface course, base course, and subbase course, if any, considered as a single unit.
- 1.56. 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.
- 1.57. PCBs – Polychlorinated biphenyls.
- 1.58. 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.
- 1.59. 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.
- 1.60. 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.
- 1.61. 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.
- 1.62. Proposal – (See Bid).
- 1.63. 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.
- 1.64. Resident Project Representative - The authorized representative of Engineer who may be assigned to the site or any part thereof.
- 1.65. Runway – The area on the airport prepared for the landing and takeoff of aircraft.

- 1.66. 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.
- 1.67. 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.
- 1.68. 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.
- 1.69. 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.
- 1.70. Sponsor – For AIP Contracts, the term Sponsor shall have the meaning as the term Owner.
- 1.71. 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.
- 1.72. 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.
- 1.73. Subgrade – The soil which forms the pavement foundation.
- 1.74. 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.
- 1.75. 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.
- 1.76. 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.



- 1.77. Supplementary Conditions – The part of the Contract Documents which amends or supplements these General Conditions.
- 1.78. 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.
- 1.79. Surety – The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.
- 1.80. 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.
- 1.81. 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.
- 1.82. Unit Price Work – Work to be paid for on the basis of unit prices.
- 1.83. 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.
- 1.84. 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 6.18. 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 Article 10.
- 1.85. 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.
- 1.86. 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.

- 1.87. 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 non-engineering 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 (120<sup>th</sup>)* day after the day of Bid opening or the *ninetieth (90<sup>th</sup>)* 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.

2.6.4 The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Requirements under 42 U.S.C. 7701 et. Seq. 49 CFR Part 41 and the certification of compliance issued on the project.

2.6.5 Construction Certification: The contractor hereby certifies, with respect to a construction-related project, that all plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5370-2, Operational Safety on Airports During Construction

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Standard Specifications for Construction of General Aviation Airports

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 and 5.6.

**Pre-construction 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 6.18) 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 6.19 and 6.20), 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**

**4.1 Availability of Lands:**

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, but in no event later than fifteen (15) days, 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 6.18), 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 Article 10 and Paragraph 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 6.18), 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 6.15. 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 6.18), 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. 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. NOT USED**

**5.4. NOT USED**

**5.5. NOT USED**

**5.6. NOT USED**

**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 5.5 and 5.6 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 6.7.2, 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 6.7.3.

**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 6.7.1.1 and 6.7.1.2. 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 6.7.1.1 and 6.7.1.2 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.

6.8.3. 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.

6.8.4. 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.

6.8.5. 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.

6.8.6. 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 5.5. or 5.6. 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.

#### **6.9 Patent Fees and Royalties:**

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.

#### **6.10. Permits:**

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.

**6.11. Laws and Regulations:**

6.11.1. 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.

6.11.2. 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.

**6.12. Taxes:**

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.

**6.13. Use of Premises:**

6.13.1 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 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.

6.13.2. 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 Final Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

6.13.3. 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.

**6.14. Record Documents:**

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.

**6.15. Safety and Protection:**

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:

- 6.15.1. all persons on the Work site or who may be affected by the Work;
- 6.15.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 6.15.3. 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 6.15.2. or 6.15.3. 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).

**6.16. Safety Representative:**

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.

**6.17. Hazard Communication Programs:**

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.

**6.18. Emergencies:**

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.

**6.19. Shop Drawings and Samples:**

6.19.1. 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.

6.19.2. 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 6.20. The numbers of each Sample to be submitted will be as specified in the Specifications.

**6.20. Submittal Procedures:**

6.20.1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

6.20.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.20.1.2. all materials with respect to intended use, fabrication, shipping, handling storage, assembly and installation pertaining to the performance of the Work, and

6.20.1.3. 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.

6.20.2 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.

6.20.3. 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.

6.20.4. 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.

6.20.5. 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 6.20.3 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 6.20.

6.20.6. 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.

**6.21. Continuing the Work:**

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.

**6.22. Contractor's General Warranty and Guarantee:**

6.22.1. 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:

6.22.1.1. abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors or Suppliers; or

6.22.1.2. normal wear and tear under normal usage.

6.22.2. 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:

6.22.2.1. observations by Engineer;

6.22.2.2. recommendation of any progress or final payment by Engineer;

6.22.2.3. the issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

6.22.2.4. use or occupancy of the Work or any part thereof by Owner;

6.22.2.5. any acceptance by Owner or any failure to do so;

6.22.2.6. 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;

6.22.2.7. any inspection, test or approval by others; or

6.22.2.8. any correction of defective Work by Owner.

**6.23 Indemnification:**

6.23.1. 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 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.

6.23.2. 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 6.23.1 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.

6.23.3. The indemnification obligations of Contractor under paragraph 6.23.1 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.

**6.24. Survival of Obligations:**

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 5.6.

- 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 6.19 through 6.20.4 inclusive.

9.7.1. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

9.7.2. In connection with Engineer's authority as to Applications for Payment, see Article 14.

**Determinations for Unit Prices:**

9.8. 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 9.9.

**Decisions on Disputes:**

9.9. 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 fifteen (15) 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 forty-five (45) 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.

9.9.1. When functioning as interpreter and judge under paragraph 9.9.1, 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 9.8 or 9.9 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.

**9.10. Not Used**

**9.11. Not Used**

**9.12. Not Used**

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

9.13. 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.

9.13.1. 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.

9.13.2. 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.

9.13.3. 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 14.12 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.

9.13.4. 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 9.9;

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 6.21.

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 9.8 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 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.

**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 9.1.1 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. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

12.5. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the Owner may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the Owner. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

**ARTICLE 13 – TESTS AND INSPECTION: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**Notice of Defects:**

13.1. 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).

**Correction Period:**

13.12. 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.

13.12.1. 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.

13.12.2. 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 9.8, 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 Contractors 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 5.6 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 6.14) 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;

15.2.5.1 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;

15.2.5.2 if Contractor makes a general assignment for the benefit of creditors;

15.2.5.3 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;

15.2.5.4 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 16 – MISCELLANEOUS**

**16.1 Giving Notice:**

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.

**16.2 Computation of Times:**

16.2.1. 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.

16.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

**16.3. Notice of Claim:**

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 promptly, but in no event later than fifteen (15) days of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**16.4. Cumulative Remedies:**

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 6.2, 6.13, 6.22, 6.23, 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.

**16.5. Professional Fees and Court Costs Included:**

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.

**16.6. Labor Records and Schedules:**

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:

16.6.1 Record of hours worked by each worker, laborer, and mechanic on each day.

16.6.2 Record of days worked each week by each worker, laborer, and mechanic.

16.6.3 Schedule of occupation or occupations at which each worker, laborer, and mechanic on the project is employed during each workday and week.



*16.6.4 Schedule of hourly wage rates and supplements paid to each worker, laborer, and mechanic for each occupation.*

**16.7. Wage Schedules:**

Pursuant to 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.*

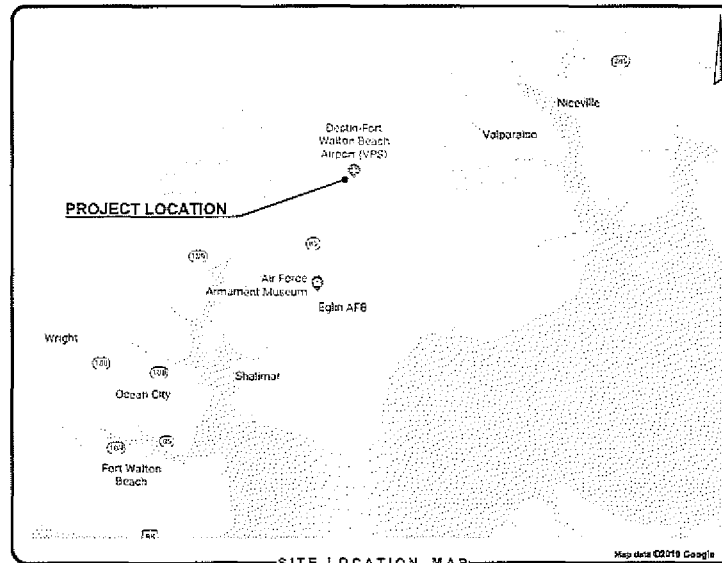
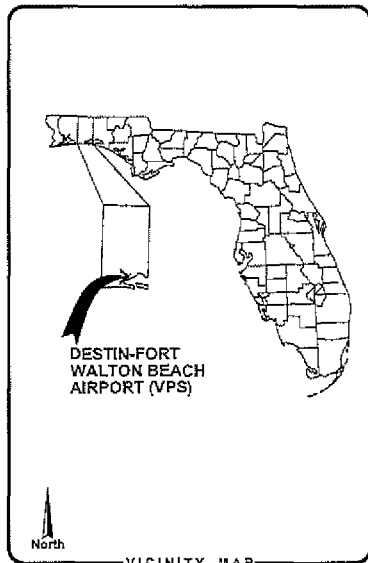
*The Owner does not represent or warrant that the accompanying schedule of wage rates and supplements with the classification of workers, mechanics, and laborers, as required the Labor Law, is complete, and it reserves the right to revise such schedule when required. If any occupation is not mentioned 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.*

DESIGN DRAWINGS FOR:

# VPS SECURITY INSPECTION FACILITY

DESTIN-FORT WALTON BEACH AIRPORT (VPS)  
EGLIN AIR FORCE BASE, FLORIDA



INDEX OF DRAWINGS	
SHEET NO.	SHEET TITLE
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D-2	GENERAL NOTES
D-3	SITE PLAN
D-4	MISCELLANEOUS DETAILS
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E-1	ELECTRICAL GENERAL NOTES
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E-4	CANOPY LIGHTING PLAN
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E-6	CANOPY POWER & TECHNOLOGY PLAN
E-7	ELECTRICAL PANEL SCHEDULES AND ONE LINE DIAGRAM
E-8	INSTALLATION DETAILS
E-9	INSTALLATION DETAILS

**PREPARED FOR:**



OKALOOSA COUNTY AIRPORTS  
1701 STATE ROAD 85 NORTH  
EGLIN AIR FORCE BASE, FL 32542  
PHONE: (850) 651-7160  
FAX: (850) 651-7164

AIRPORTS DIRECTOR: TRACY STAGE, A.A.E.  
AIRPORTS DEPUTY DIRECTOR - PLANS AND PROGRAMS: CHAD ROGERS, P.E.

**COMMISSIONERS**

DISTRICT 2:	CAROLYN KETCHEL, CHAIRMAN
DISTRICT 5:	MEL PONDER, VICE CHAIR
DISTRICT 1:	PAUL MIXON
DISTRICT 3:	NATHAN BOYLES
DISTRICT 4:	TREY GOODWIN

**ENGINEER:**



AVCON, INC.  
ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL  
32578-2425 OFFICE: (850) 678-0050  
CORPORATE CERTIFICATE OF AUTHORIZATION  
NUMBER: 5057 www.avconinc.com

**RELEASE FOR BID  
NOT FOR CONSTRUCTION**

**AVCON**

**AVCON, INC.**  
ENGINEERS & PLANNERS  
320 BAYSHORE DRIVE, SUITE A  
NICEVILLE, FL 32578-2425  
OFFICE: (850) 678-0050  
CORPORATE CERTIFICATE OF  
AUTHORIZATION NO. 5057  
WWW.AVCONINC.COM

**AVCON**

TRANSFORMING TODAY'S IDEAS  
INTO TOMORROW'S REALITY

---

JOHN R. COLLINS  
FL LICENSE NO. 12919  
FBPR CERTIFICATE OF  
AUTHORIZATION NO. 5627


COVER SHEET

RELEASER FOR BID  
NOT FOR CONSTRUCTION

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VPS SECURITY  
INSPECTION  
FACILITY  
PREPARED FOR  
DESTIN - FORT WALTON  
BEACH AIRPORT

DESIGNED BY: J.R.C.  
DRAWN BY: S.M.H.  
CHECKED BY: J.R.C.  
APPROVED BY: V.G.L.  
PROJECT NO: 2020.0036.002  
DATE: MAY 2021

SHEET NUMBER  
**C-1**

**GENERAL NOTES**

1. UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING SPECIFICATIONS: OKALOOSA COUNTY, FLA. AND FOOT.
2. NOT USED
3. ALL QUALITY CONTROL TESTING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR PER THE SPECIFICATIONS.
4. THE COUNTY WILL BE RESPONSIBLE FOR ALL QUALITY ACCEPTANCE TESTING REQUIRED IN THE CONTRACT SPECIFICATIONS.
5. THE CONTRACTOR SHALL PREPARE A WRITTEN QUALITY CONTROL / QUALITY ACCEPTANCE PLAN THAT DESCRIBES THE CONTRACTOR QUALITY CONTROL PROGRAM AND THE CONTRACTOR'S QUALITY ACCEPTANCE TESTING REQUIREMENTS. THIS WRITTEN PLAN MUST BE SUBMITTED PRIOR TO ISSUANCE OF THE NOTICES-TO-PROCEED.
6. THE PROJECT PAY ITEMS ARE PROVIDED TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THESE PLANS. ALL WORK NOT IDENTIFIED UNDER A SPECIFIC PAY ITEM SHALL BE CONSIDERED REQUIRED AND IS INCIDENTAL TO THE DESCRIBE THE PROJECT PAY ITEMS PROVIDED.
7. CONTRACTOR SHALL PROTECT ALL EXISTING LANDSCAPING, SIDEWALKS, PAVEMENTS, CURBS, SEEDING, AND SOIL NOT SPECIFIED FOR REMOVAL. IN THESE PLANS ANY DAMAGE TO THE EXISTING IMPROVEMENTS SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE SPECIFIED HEREIN.
8. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUB-SURFACE CONDITIONS, THE WORK REQUIRED AND ALL OTHER CONDITIONS THAT MAY AFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK.
9. THE CONTRACTOR SHALL OBEY ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS RELATING TO THE CONDUCT OF THE WORK AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER. IN WRITING AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC OPERATIONS, SERVICE CORPORATIONS AND GENERATIONS OWNERS OR CONTROLLING ROADWAYS, WATER, SEWER, GAS, ELECTRICAL, AND TELEPHONE FACILITIES SUCH AS PAVEMENTS, PEAKS, WIRES, CABLES, CONDUITS, POLES, CUY'S, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.
12. UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE GOVERNED BY THE PLANS, APPLICABLE PERMITS, AND SPECIFICATIONS HEREIN, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, SPECIFICATIONS, LAWS AND ORDINANCES, AND TO INCLUDE BUT NOT LIMITED TO THE FAA, THE FOOT, THE FLORIDA BUILDING CODE, AND THE OKALOOSA COUNTY CODES.
13. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN CONSISTENT WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
14. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY.
15. IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.
16. CONTRACTOR SHALL PRESERVE AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE MONUMENTS, POINTS OR MARKERS ARE DISTURBED THE CONTRACTOR SHALL EMPLOY A FLORIDA REGISTERED LAND SURVEYOR TO RESET OR REPLACE THEM. CERTIFICATION OF THE RESET OR REPLACEMENT SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL.
17. THE OWNER, OWNER'S AGENT AND INSPECTORS OF APPLICABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHENEVER AND WHEREVER IT IS IN PREPARATION OR PROGRESS; AND THE CONTRACTOR SHALL PROVIDE FURTHER FACILITIES FOR SUCH ACCESS AND FOR THE INSPECTOR.
18. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO INSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS OR USE UNTIL SUCH TIME THAT THE OWNER TAKES OWNERSHIP OF THE COMPLETED PROJECT. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.
19. CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ADOPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY THE MANUFACTURER.
20. PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORMWATER PONDS, CANALS) CONTRACTOR SHALL INSTALL FENCES AND TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO INSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED.
21. THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:
  - 21.1. ALL EMPLOYEES ON THE WORK SITE AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;
  - 21.2. ALL WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;
  - 21.3. ANY OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAYS, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.
22. CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ON MAIN AIRPORT ENTRANCE ACCESS ROAD AT ALL TIMES.
23. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LOCAL ORDERS OF ANY PUBLIC quasi-public or OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERRECT AND MAINTAIN SAFETY SIGNS, LIGHTS, AND BARRIERS TO PROTECT THE HEALTH AND SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (3) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, OR (7) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.
24. ALL DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN NOTES 21.1 AND 21.3 CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE SHALL BE REPAIRED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROBABLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND NOT PROBABLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.
25. UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE OPERATION OR NON-OPERATION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURIES OR DAMAGES TO ANY PORTION OF THE WORK OCCURRED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSE THEREOF.

26. THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THEREAFTER OR COVERED, EXCAVATED UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
27. ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.
28. THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.
29. THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LIABILITY, PUBLIC OR PRIVATE, PENALTIES, CONTRACTUAL OR OTHERWISE, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, CLAIMS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AS AMENDED OR ANY RULE OR REGULATION PROMULGATED THEREUNDER OR OF ANY STATE LAWS OR REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, AND CONTRACTOR SHALL INDemnIFY OWNER FROM ANY SUCH CLAIMS, PENALTIES, SUITS OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICIAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR ON BEHALF OF OWNER, JOINTLY OR SEVERALLY, AND/OR THEIR AGENTS AND EMPLOYEES. THE CONTRACTOR FURTHER AGREES IN THE EVENT OF A CLAIMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, OWNER MAY IMMEDIATELY TAKE WHATEVER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAIMED VIOLATION. ANY AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES TO PROTECT, HOLD HARMLESS AND INDemnIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES.
30. ALL WORK PERFORMED UNDER THE CONTRACT, AND ALL EQUIPMENT, APPLIANCES, TOOLS AND LIKE ITEMS USED IN THE WORK SHALL CONFORM TO APPLICABLE SAFETY CODES AND REGULATIONS OF ANY PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION. IN THE EVENT OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT INTERPRETATION OR REGULATION SHALL GOVERN.
31. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT AN EROSION CONTROL PLAN TO MINIMIZE EROSION AND ENSURE FUNCTIONING OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION. EROSION CONTROL PLAN SHALL INCLUDE PROVISIONS TO STABILIZE DISTURBED AREAS WITHIN 14 CALENDAR DAYS OF THE DISTURBANCE WITH A WRITTEN EROSION CONTROL PLAN. CONTRACTOR SHALL SUBMIT EROSION CONTROL PLAN TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
32. CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS (AS DEFINED PARAGRAPH 30) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.
33. CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DETERIORATIVE EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.
34. CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE CLEANUP OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF THIS PARAGRAPH.
35. CONTRACTOR AGREES TO INDemnIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEY'S FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL APPROVALS, REMEDIATION AND CLEAN-UP ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FAILURE OF CONTRACTOR OR ANY SUBCONTRACTOR, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS OF THIS ARTICLE.
36. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF REGULATIONS, CONTRACTOR SHALL IMMEDIATELY SO INFORM OWNER IN WRITING.
37. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DETERIORATIVE EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY. IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PERVIOUSLY UNDISCOVERED STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO OWNER IN WRITING.
38. IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH FEDERAL AND STATE REQUIREMENTS, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO COMPLY WITH THE REQUIREMENTS WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABATEMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, WHICHEVER PERIOD IS SHORTER, CONTRACTOR SHALL BE IN MATERIAL DEFAULT OF THIS CONTRACT.
39. "HAZARDOUS MATERIAL" MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," "POLLUTANT OR CONTAMINANT UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THEREOF INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (42 U.S.C. SECTIONS 9601 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 8101 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INSTABLE, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AGENCY, AGENCY DEPARTMENT COMMISSION, BOARD, AGENCY, OR INSTRUMENTALITY OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES ARE LOCATED OR ANY POLITICAL SUBDIVISION THEREOF; OR (D) THE PRESENCE OF WHICH ON THE PREMISES CAUSES OR THREATENS TO CAUSE A NUISANCE UNDER THE PREMISES OR TO ADJACENT PROPERTIES OR POSSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES; OR (E) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.
40. THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO LOCATION AND DEPTH. ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.
41. IF ANY TESTING, INSPECTION OR APPROVAL REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE ANY ASSOCIATED COSTS AND THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSUING A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED INVESTIGATION OR CORRECTION OR OTHER REASONABLY REPRESENTATIVE, DESIGN ENGINEER'S SERVICES, FIELD REPRESENTATIVE SERVICES, AND OTHER RELATED COSTS.
42. ENGINEER SHALL REVIEW RED LINE (AS-BUILT) DRAWINGS MONTHLY AT ALTERNATE BI-WEEKLY JOB COORDINATION MEETINGS. THE DRAWINGS CAN BE PROVIDED BY THE OWNER'S AUTHORIZED REPRESENTATIVE OR THE CONTRACTOR, NO PERIODIC PAY REQUESTS WILL BE PROCESSED UNTIL THIS PROVISION IS MET.

43. TYPE AND HEIGHT (NOT-TO-EXCEED) OF CONSTRUCTION EQUIPMENT:  
TRUCKS (DUMP, FLATBED, PALLET, PICKUP, CONCRETE) - 33 FEET  
FRONT END LOADERS - 35 FEET  
DOZERS - 40 FEET  
CRANES - 70 FEET  
ROLLERS AND COMPACTORS - 35 FEET
- NOTE - CONSTRUCTION EQUIPMENT LOCATIONS SHALL NOT VIOLATE RUNWAY 7 TO 1 TRANSITIONAL SURFACES AND RUNWAY APPROACH ZONE HEIGHT LIMITATIONS PER SAFETY DURING CONSTRUCTION PLAN EXCEPT UNDER SPECIAL WATER CONDITIONS. APPROPRIATE WAIVERS MUST BE OBTAINED BY THE OWNER FOR FULL COMPLIANCE.
44. THE FOLLOWING FAA ADVISORY CIRCULARS (OR CURRENT EDITION) SHALL APPLY TO THIS PROJECT:  
AC 150/5000-10 - CHANGE I STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS  
AC 150/5370-10H STANDARDS FOR SPECIFYING CONSTRUCTION OF AIRPORTS
45. CONTRACTOR SHALL ABIDE BY FEDERAL BUY AMERICAN REQUIREMENTS.

**PERMITS:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMITS. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS IN REGARD TO NOISE CONTROL, EROSION CONTROL, DUST CONTROL, WATERBODIES, EMISSIONS, AND OTHER AIR POLLUTION DURING CONSTRUCTION WHICH PERTAIN TO CONSTRUCTION ACTIVITIES. COPIES OF ALL PERMITS MUST BE SUBMITTED TO THE ENGINEER FOR THEIR RECORDS.
2. AS REQUIRED UNDER ACT OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES), THE CONTRACTOR SHALL PREPARE AND SUBMIT A NOTICE OF INTENT (NOI) AND A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. A COPY OF THE NOI AND SWPPP SHALL BE SUBMITTED TO THE ENGINEER FOR THEIR RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING THE SWPPP CURRENT UNTIL PROJECT COMPLETION AND FINAL ACCEPTANCE OF THE WORK.

**ABBREVIATIONS**

- BFP = BACKFLOW PREVENTER
- BM = BENCH MARK
- C/D = SEWER CLEAN OUT
- CM = CONCRETE MONUMENT
- CMF = COBURATED METAL PIPE
- CP = CORRUGATED PLASTIC PIPE
- ELEV = ELEVATION
- ESP = ELECTRIC SERVICE
- ETP = ELECTRIC TRANSFORMER PAD
- FOT = FLORIDA DEPT OF TRANSPORTATION
- FPE = FINISHED FLOOR ELEVATION
- FPO = FIRE OPTICS
- FR = FIRE HYDRANT
- GPS = GLOBAL POSITIONING SYSTEM
- ID = IDENTIFICATION
- IN = INVERT
- IR = IRON ROD
- IP = IRON PIPE
- LP = LIGHT POLE
- MES = METERED END SECTION
- MH = MANHOLE
- MHD = MANHOLE-DRAINAGE
- MSE = MANHOLE-SANITARY
- MPT = MANHOLE-TELEPHONE
- NAD = NORTH AMERICAN DATUM
- NAV = NORTH AMERICAN VERTICAL DATUM, ADJUSTMENT OF 1988
- NCE = NATIONAL GEODETTIC SURVEY
- NOVA = NATIONAL GEODETTIC VERTICAL DATUM, ADJUSTMENT OF 1929
- PC = PERMANENT CONTROL POINT
- PK = SURFACE-SANITARY BRAND OR MAG-NAL (CASE HARD)
- PP = POWER POLE
- PRM = PERMANENT REFERENCE MONUMENT
- RCP = REINFORCED CONCRETE PIPE
- RSO = RECLAIM WATER STUB OUT
- RV = RECLAIM WATER VALVE
- SAN = SANITARY SEWER
- SSO = SANITARY SEWER STUB OUT
- SV = SEWER VALVE
- TST = T.S. & C. SURVEY
- WL = WATER METER
- TEL = TELEPHONE
- W = WATER
- WSO = WATER STUB OUT
- WV = WATER VALVE
- XLO = INDICATES SPOT ELEVATION

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**AVCON**  
TRANSPARENCY TODAY'S IDEAS  
FRESHENING TOMORROW'S REALITY

JOHN R. COLLINS  
FL LICENSE NO. 79418  
FBR CERTIFICATE OF  
AUTHORIZATION NO. 5227

NO.	REVISION	DATE	BY

**GENERAL NOTES**

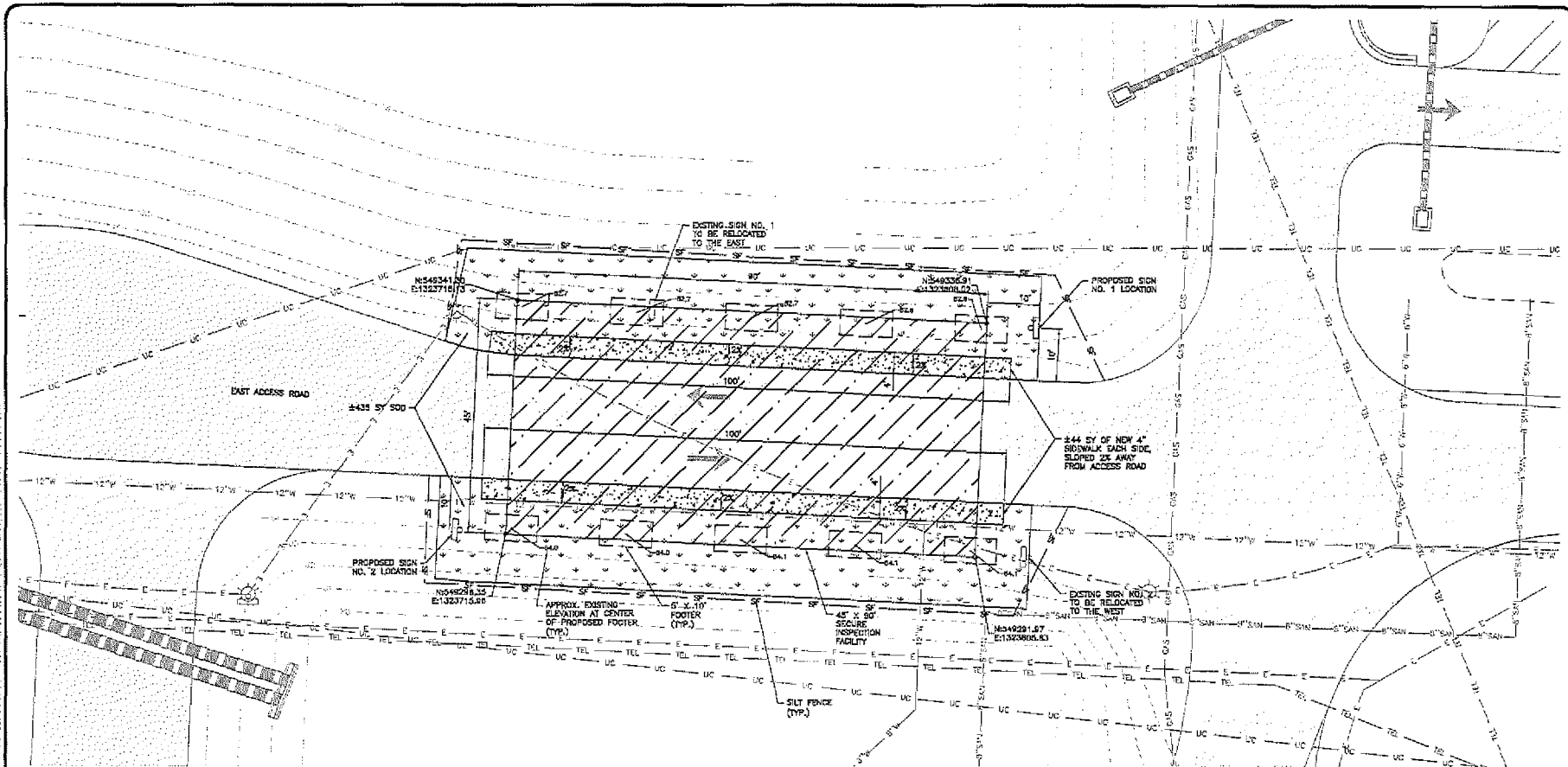
RELEASED FOR USE  
NOT FOR CONSTRUCTION

**VPS SECURITY INSPECTION FACILITY**  
PREPARED BY  
DESTIN - FORT WALTON BEACH AIRPORT

DESIGNED BY: J.R.C.  
DRAWN BY: B.V.H.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
PROJECT NO: 2022-02-02  
DATE: MAY 2021

SHEET NUMBER  
**C-2**

NOT FOR CONSTRUCTION

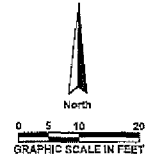


**GENERAL NOTES:**

1. CONTRACTOR SHALL NOTIFY THE ENGINEER IF EROSION CONTROL ISSUES DEVELOP ONSITE.
2. CONTRACTOR SHALL SAW-CUT CLEAN ASPHALT EDGES ALONG ENTIRE ASPHALT/CONCRETE F-CURB INTERFACES AND SHALL PROTECT ASPHALT FROM CONCRETE STAINS USING PLASTIC TARP DURING CONCRETE PLACEMENT.
3. CONTRACTOR SHALL PROTECT EXISTING SIGNS AND LIGHT POLES TO ENSURE THEY ARE NOT DAMAGED DURING CONSTRUCTION. IF SIGNS OR LIGHT POLES ARE DAMAGED THEY SHALL BE REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. CONTRACTOR SHALL REMOVE THE EXISTING CONCRETE FOUNDATION FROM EXISTING SIGN POSTS AND BURY SIGN POSTS AT THE SAME DEPTH AS THE EXISTING SIGNS USING THE SAME QUANTITY OF CONCRETE.
5. ALL UTILITY LOCATIONS AND GRADING SHALL BE CONSIDERED APPROXIMATE. CONTRACTOR SHALL HAND-DIG TO LOCATE ALL UTILITIES WITHIN 15' OF SITE BEFORE USING MECHANICAL EQUIPMENT TO PREVENT DAMAGE.
6. CONTRACTOR SHALL PLACE CONCRETE SPLASH PADS AT EACH DOWNSPOUT LOCATION.

**LEGEND**

- - - - - EXISTING CONTOUR
- SF — SILT FENCE
- ⊙ EXISTING LIGHT POLE
- ⊙ EXISTING SIGN LOCATION
- ⊙ PROPOSED SIGN LOCATION
- GAS — EXISTING GAS LINE
- SAN — EXISTING SANITARY SEWER
- UC — EXISTING CDTV LINE
- TEL — EXISTING TELEPHONE LINE
- E — EXISTING ELECTRICAL LINE
- 12" W — EXISTING 12" POTABLE WATER LINE
- 6" W — EXISTING 6" POTABLE WATER LINE
- 6" D — EXISTING 6" POTABLE WATER LINE
- PROPOSED SOD



**AVCON**  
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**JOHN R. COLLINS**  
 P. LICENSE NO. 12174-B  
 FPCR CERTIFICATE OF  
 AUTHORIZATION NO. 2567

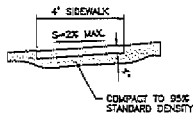
**SITE PLAN**

**VPS SECURITY INSPECTION FACILITY**  
 PREPARED FOR  
**DESTIN - FORT WALTON BEACH AIRPORT**

DESIGNED BY: J.R.C.  
 DRAWN BY: R.V.K.  
 CHECKED BY: J.R.C.  
 APPROVED BY: V.C.L.  
 PROJECT NO: 23020-0055-02  
 DATE: MAY 2012

SHEET NUMBER  
**C-3**

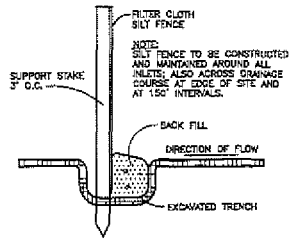
NOT FOR CONSTRUCTION



**NOTES:**

1. CROSS SLOPE NOT TO EXCEED 1:50 (2%).
2. SIDEWALK TO BE A MIN. 3,000 PSI CONCRETE.
3. CONCRETE SHALL BE CURED MIN. 24H HOURS AFTER POURING.
4. 1" DEEP, TOOLED CONTROL JOINTS SHALL BE PROVIDED AT A DISTANCE EQUAL TO THE SIDEWALK WIDTH OR EVERY 3', WHICHEVER IS LESS.
5. EXPANSION JOINTS SHALL BE PROVIDED AT A MAX. OF 50' AND WHERE CONCRETE IS PLACED ADJACENT TO EXISTING CURBS, DRIVEWAYS, BUILDINGS AND WALKWAYS.

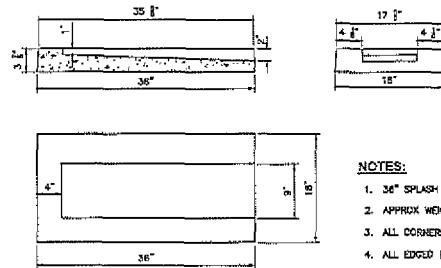
**STANDARD SIDEWALK DETAIL**  
N.T.S.



**TYPE III SILT FENCE DETAIL**

N.T.S.

1. EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. SILT FENCE BARRIER SHALL BE INSTALLED AS SHOWN ON PLANS, AND IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.



**NOTES:**

1. 36" SPLASH BLOCKS ARE 36" LONG
2. APPROX WEIGHT = 133 LB
3. ALL CORNERS ROUNDED OVER  $\frac{3}{4}$ "
4. ALL EDGED ROUNDED OVER  $\frac{1}{4}$ "

**STANDARD PRECAST SPLASH PAD DETAIL**  
N.T.S.

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**AVCON**  
TRANSFORMING TODAY'S IDEAS  
INTO TOMORROW'S REALITY

JOHN P. COLLINS  
FL LICENSE NO. 75448  
PRPR CERTIFICATE OF  
AUTHORIZATION NO. 0307

NO.	DATE	REVISION

MISCELLANEOUS  
DETAILS

PREPARED FOR: DIXIE AIRPORT  
NOT FOR CONSTRUCTION

VPS SECURITY  
INSPECTION  
FACILITY  
PREPARED FOR:  
DIXIE - FORT WALTON  
BEACH AIRPORT

DESIGNED BY: J.K.C.  
DRAWN BY: B.W.M.  
CHECKED BY: J.K.C.  
APPROVED BY: V.C.L.  
PROJECT NO: 2320.0050.02  
DATE: MAY 2001

SHEET NUMBER  
**C-4**

GENERAL

1. ALL STRUCTURAL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
  - A. FLORIDA BUILDING CODE 2020
  - B. REGULATIONS IN ACCORDANCE WITH THE LOCAL JURISDICTION.
  - C. SIGNED AND SEALED PROJECT CONTRACT DOCUMENTS (INCLUDING SIGNED AND SEALED DRAWINGS BY DELEGATED ENGINEERS AND THE GEO-TECHNICAL REPORT) AND LATEST ADDENDA. CONTRACT DOCUMENTS DO NOT INCLUDE SHOP DRAWINGS AND OTHER UNSEALED SUBMITTAL DOCUMENTS.
2. THE REFERENCE OF "GENERAL CONTRACTOR" WITHIN THE STRUCTURAL GENERAL NOTES INCLUDES BUT IS NOT LIMITED TO SUBCONTRACTORS, ERECTORS, FABRICATORS, MATERIAL SUPPLIERS AND/OR INDIVIDUALS PERFORMING THE WORK.
3. THE STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH PROJECT SPECIFICATIONS, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. REFER TO THESE DRAWINGS FOR DIMENSIONS, EMBEDDED ITEMS, AND OTHER DETAILS NOT SHOWN ON THE STRUCTURAL DRAWINGS. THE GENERAL CONTRACTOR SHALL REVIEW THE DRAWINGS OF ALL DISCIPLINES AND REPORT ANY DISCREPANCIES TO THE ARCHITECT OF RECORD AND STRUCTURAL ENGINEER OF RECORD IN WRITING PRIOR TO SECURING MATERIALS, FABRICATING, OR COMMENCING WORK. THE MORE STRINGENT REQUIREMENTS SHALL GOVERN UNLESS OTHERWISE STATED IN WRITING BY THE ARCHITECT OF RECORD AND STRUCTURAL ENGINEER OF RECORD.
4. DO NOT SCALE DRAWINGS.
5. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO SECURING MATERIALS, FABRICATING, OR COMMENCING WORK.
6. NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED, OR OTHERWISE ALTERED UNLESS APPROVED IN WRITING BY THE ENGINEER OF RECORD.
7. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER ITS CONSTRUCTION IS COMPLETE. THE CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE AND THEY DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS TO ENSURE STABILITY AND SAFEKEEPING OF THE STRUCTURE AND ITS COMPONENTS DURING CONSTRUCTION AS PER THE MOST RECENT PRINTING/ERRATA OF ASCE 37-14 "DESIGN LOADS ON STRUCTURES DURING CONSTRUCTION". THE ENGINEER DOES NOT HAVE CONTROL OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, SAFETY PRECAUTIONS, SAFETY PROGRAMS IN CONNECTION WITH THE WORK, DIMENSIONS BY THE GENERAL CONTRACTOR, OR THE FAILURE OF THE GENERAL CONTRACTOR TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. DETAILS LABELED "TYPICAL" ON THE DRAWINGS SHALL APPLY TO ALL SITUATIONS OCCURRING ON THE PROJECT THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. THE APPLICABILITY OF THE DETAIL TO ITS LOCATION ON THE PLANS CAN BE DETERMINED BY THE TITLE OF DETAIL. SUCH DETAILS SHALL APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE DIRECTED TO THE STRUCTURAL ENGINEER OF RECORD.
9. PERIODIC, LIMITED, SITE OBSERVATION BY FIELD REPRESENTATIVES OF AVCON, INC IS SOLELY FOR THE PURPOSE OF DETERMINING IF THE CONTRACTOR'S WORK IS PROCEEDING IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SITE OBSERVATIONS SHALL NOT BE CONSIDERED AS EXHAUSTIVE OR CONTINUOUS CHECKS OF THE QUALITY OR QUANTITY OF THE WORK, BUT RATHER AS PERIODIC SPOT CHECKS OF READILY APPARENT DEFECTS OR DEFICIENCIES IN THE WORK LIMITED TO VISIBILITY BY THE ENGINEER OF RECORD DO NOT RELIEVE OR TAKE THE PLACE OF SCHEDULED TESTING AND INSPECTIONS BY AUTHORIZED AGENT OR INSPECTOR.
10. ALL STRUCTURES REQUIRE PERIODIC MAINTENANCE. A PLANNED MAINTENANCE PROGRAM SHALL BE ESTABLISHED BY THE OWNER AND SHALL INCLUDE ITEMS SUCH AS, BUT NOT LIMITED TO:
  - A. PROTECTIVE COATINGS FOR STEEL AND SEALANTS FOR CRACKED CONCRETE SURFACES
  - B. SEALANTS WITHIN EXPANSION AND CONTROL JOINTS
  - C. GENERAL CLEANING OF EXPOSED STRUCTURAL ELEMENTS TO HARSH ENVIRONMENTS OR CHEMICALS
11. THE USE OF REPRODUCTION OF THESE CONTRACT DOCUMENTS AND/OR USE OF CAD FILES BY THE GENERAL CONTRACTOR IN LIEU OF PREPARATION OF SHOP DRAWINGS SIGNIFY HIS ACCEPTANCE OF ALL INFORMATION SHOWN HEREIN AS CORRECT, AND OBLIGATES HIMSELF TO ANY JOB EXPENSE, REAL OR IMPLIED, ARISING DUE TO ANY ERRORS THAT MAY OCCUR.
12. STRUCTURAL WORK SHALL BE INSPECTED BY QUALIFIED INSPECTORS. FIELD INSPECTION REPORTS SHALL BE FILED WITH THE STRUCTURAL ENGINEER OF RECORD WITHIN 5 DAYS OF TIME OF ACTUAL INSPECTION.

13. SUBSTITUTIONS IN ITEMS (PRODUCTS, MATERIALS, EQUIPMENT, AND INSTRUCTIONS) WITHIN THE CONTRACT DOCUMENTS FOR ANY REASON SHALL BE APPROVED BY THE ARCHITECT OF RECORD AND STRUCTURAL ENGINEER OF RECORD PRIOR TO SECURING MATERIALS, FABRICATING, OR COMMENCING WORK. THE CONTRACTOR SHALL SUBMIT REQUEST FOR SUBSTITUTION IN WRITING TO THE STRUCTURAL ENGINEER OF RECORD IMMEDIATELY UPON DISCOVERY OF NEED AND 15 DAYS PRIOR TO INITIAL LEAD TIME DATE. THE SUBSTITUTION REQUEST SHALL BE SIGNED/DATED AND INCLUDE, AT MINIMUM, THE FOLLOWING:
  - A. THE ITEM TO BE SUBSTITUTED WITH CLEAR REFERENCE TO THE INTENDED USE IN THE STRUCTURAL SPECIFICATIONS AND DRAWINGS
  - B. REASONS FOR SUBSTITUTION INCLUDING CHANGES TO CONTRACT COST AND SCHEDULE
  - C. MANUFACTURER TECHNICAL PRODUCT DATA SHEETS, TEST REPORTS FOR THE SUBSTITUTION ITEM
  - D. A STATEMENT OF ITEM'S COMPLIANCE WITH THE FLORIDA BUILDING CODE
  - E. A STATEMENT OF ITEM'S COMPATIBILITY WITH OTHER PORTIONS OF WORK
14. THE GENERAL CONTRACTOR SHALL MAINTAIN, IN GOOD ORDER WITH ALL CHANGES RECORDED AS THEY OCCUR DURING CONSTRUCTION, AS-BUILT DRAWINGS AT THE SITE FOR THE OWNER CONSISTING OF ONE COLLECTIVE COPY OF THE FOLLOWING:
  - A. ALL DRAWINGS
  - B. ALL SPECIFICATIONS
  - C. ALL ADDENDA
  - D. ALL APPROVED SHOP DRAWINGS
  - E. ALL APPROVED SETTING DRAWINGS
  - F. ALL CHANGE ORDERS AND OTHER MODIFICATIONS

THESE SHALL BE AVAILABLE TO THE ARCHITECT OF RECORD, ENGINEER OF RECORD, OWNER, OWNER AUTHORIZED REPRESENTATIVE, AND PROJECT INSPECTOR. THE DRAWINGS SHALL BE NEATLY AND CLEARLY MARKED DURING CONSTRUCTION TO RECORD ALL VARIATIONS MADE DURING CONSTRUCTION. UPON COMPLETION OF THE WORK AND PRIOR TO THE FINAL INSPECTION, THE CONTRACTOR SHALL DELIVER ONE COMPLETE SET OF AS-BUILT DRAWINGS TO THE ARCHITECT OF RECORD AND ENGINEER OF RECORD, FOR PREPARATION OF THE RECORD DRAWINGS.

DESIGN LOADS

THE FOLLOWING SUPERIMPOSED LOADS HAVE BEEN UTILIZED IN ACCORDANCE WITH THE MOST RECENT PRINTING/ERRATA OF ASCE 7-10 "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES".

1. LIVE LOADS:			
A.	ROOF	20	PSF
2. DEAD LOADS:			
A.	METAL ROOF STRUCTURE W/ INSULATION	5	PSF
B.	ROOF TO RESIST WIND UPLIFT	5	PSF
C.	SUSPENDED M/F/P	5	PSF
3. WIND DESIGN DATA:			
A.	ULTIMATE WIND SPEED (Vult)	135	MPH
B.	NOMINAL WIND SPEED (Vnom)	105	MPH
C.	RISK CATEGORY	1	
D.	EXPOSURE CATEGORY	C	
E.	COMPONENTS AND CLADDING PRESSURE		
F.	PRESSURE PLAN		
	ON WALLS	35	PSF
	ON ROOF	-32.5	PSF

CAST-IN-PLACE CONCRETE

1. ALL CAST-IN-PLACE CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE MOST RECENT PRINTING/ERRATA OF ACI 318-14 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" AND ACI 301-10 "SPECIFICATION FOR STRUCTURAL CONCRETE".
2. STRUCTURAL CONCRETE MIX DESIGNS SHALL BE AN APPROVED COMMERCIAL MIX OF PLASTIC AND WORKABLE CONSISTENCY AT TIME OF PLACEMENT CONFORMING TO THE MINIMUM REQUIREMENTS PER THE CONCRETE MIX DESIGN SCHEDULE.
3. SUGGEST MIX DESIGN FOR ENGINEER'S APPROVAL FOR EACH CLASS WITH SPECIFIC LOCATION OF PLACEMENT INDICATED NO LATER THAN TWO WEEKS PRIOR TO SECURING CONCRETE MATERIALS. EACH MIX DESIGN SHALL INCLUDE TESTED, STATISTICAL BACK-UP DATA AS PER ACI 301. ALL MIXES SHALL COMPLY WITH THE REQUIREMENTS OF ASTM C33 FOR COURSE AGGREGATE, UNO.
4. CONCRETE WORK SHALL COMPLY WITH THE REQUIREMENTS OF ASTM C94 FOR MEASURING, MIXING, TRANSPORTING, ETC. CONCRETE BATCH TICKET SHALL BE TIME STAMPED WHEN CONCRETE IS BATCHED.
5. PLACE AND CURE CONCRETE IN ACCORDANCE WITH ACI STANDARDS AND SPECIFICATIONS. DISCARD CONCRETE EXCEEDING 1-1/2 HOURS FROM THE TIME THE MIXING WATER IS ADDED AT THE BATCH PLANT UNTIL THE CONCRETE IS DEPOSITED IN ITS FINAL POSITION.

6. A CERTIFIED TESTING AGENT SHALL PERFORM INDUSTRY STANDARD TESTS SUCH AS BUT NOT LIMITED TO SLUMP, CYLINDER AND PRISM COMPRESSIVE BREAKS, UNIT WEIGHT, ETC. SLUMP TEST SAMPLES SHALL BE TAKEN AT DISCHARGE POINTS OF CONCRETE PER ASTM C143 STANDARD TEST METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE." WHERE NOT SPECIFIED IN THE SPECIFICATIONS, COLLECT AND TEST 4 CYLINDER SETS FOR EACH COMPRESSIVE STRENGTH TEST IN CONFORMANCE WITH ASTM C39 "STANDARD TEST METHOD FOR COMPRESSIVE STRENGTH OF CYLINDRICAL CONCRETE SPECIMENS." EACH SET OF CYLINDERS CONSIST OF ONE FIELD-CURED SET OF CYLINDERS AND ONE LABORATORY-CURED SET OF CYLINDERS. TESTS SHALL BE CONDUCTED FOR EACH CLASS AND EACH DAY PLACED AT A FREQUENCY OF EVERY 50 CUBIC YARDS. BREAK ONE SET OF CYLINDERS AT 7 DAYS, 1 SET AT 28 DAYS, AND HOLD 2 SETS IN RESERVE. BREAK RESERVE CYLINDERS AS DIRECT BY ENGINEER. AGENT SHALL SUBMIT REPORTS TO THE ENGINEER WITHIN FIVE WORKING DAYS OF TEST RESULTS.
7. CONTRACTOR SHALL COORDINATE ALL TRADES FOR INSTALLATION OF ALL BUILT-IN WORK, SLEEVES, INSERTS, ETC. AS REQUIRED FOR THE COMPLETION OF CONSTRUCTION.
8. ALL CORNERS AND EDGES OF PERMANENTLY EXPOSED CONCRETE SHALL BE 3/4" CHAMFER, UNO.
9. ALL STRUCTURAL SLABS AND FLAT HORIZONTAL SURFACES TO REMAIN EXPOSED TO WEATHER THROUGHOUT ITS LIFETIME SHALL BE TREATED WITH A CLEAR NON-FLAMMABLE PENETRATING SILANE SEALER. PREPARE CONCRETE SURFACES AND APPLY SEALER IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
10. REINFORCING STEEL: REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 DEFORMER BARS AND WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185, FREE FROM OIL, SCALE AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL BONDING DIAGRAM AND PLACING DETAILS OF ACI MANUAL OF STANDARD PRACTICE AND THE PROJECT SPECIFICATIONS. SUBMIT REINFORCING SHOP DRAWINGS AND OBTAIN ENGINEER'S APPROVAL PRIOR TO SECURING MATERIAL AND COMMENCING FABRICATION. SEE THE CONCRETE SCHEDULE(S) FOR ALL REQUIRED INFORMATION TO BE SHOWN ON THE BEAM REINFORCING ERECTION SHOP DRAWING SUBMITTAL.
11. PROVIDE CONCRETE COVER OVER REINFORCEMENT FOR THE CONCRETE COVER SCHEDULE, UNO.
12. PROVIDE STANDARD HOOKS AT DISCONTINUOUS ENDS OF ALL TOP BARS. TOP BARS AT EXPOSED AREAS SUCH AS BALCONIES, WALKWAYS AND AS SPECIFICALLY SHOWN ON PLAN SHALL BE EPOXY COATED ACCORDING TO ASTM A775.
13. PROVIDE #4BAR DIAMETER FOR ALL LAP SPICES IN FOUNDATIONS AND WHERE SPECIFIED ELSEWHERE IN THE PLANS. LAP WELDED WIRE FABRIC SHEETS WITH ONE SPACE PLUS TWO INCHES.
14. PROVIDE CONTINUOUS REINFORCING OR STAGGER SPICES WHERE POSSIBLE. DO NOT EXCEED 3" CENTER-TO-CENTER BAR SPACING OF SPICED REINFORCING AND LOCATE SPICE REINFORCING IN THE SAME PLANE WITH RESPECT TO THE CONCRETE ELEMENT'S CLEAR CONCRETE SURFACE.
15. PROVIDE THE FOLLOWING MISCELLANEOUS STEEL QUANTITIES IN RESERVE FOR USE AS DIRECTED BY THE ENGINEER OF RECORD:
 

A.	FOUNDATIONS	15	LBS/CY
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CONCRETE MIX DESIGN SCHEDULE:			
LOCATION	28-DAY STRENGTH SLUMP	AGGREGATE SIZE	
FOUNDATIONS AND PEDESTALS	3000	4" + 1"	3/4"

CONCRETE COVER SCHEDULE:	
LOCATION	COVER
PEDESTALS	1 1/2"
FOUNDATIONS	3"

- SUBMITTALS
1. THE GENERAL CONTRACTOR SUBMITTALS FOR ENGINEER REVIEW ARE AS FOLLOWS:
    - A. PRE-ENGINEERED METAL BUILDING (PEMB)
    - B. CONCRETE MIX DESIGNS
    - C. REINFORCING STEEL
    - D. PAINT

- g. ITEMS MARKED (\*) SHALL REQUIRE SUBMITTAL OF SHOP DRAWINGS PREPARED UNDER THE DIRECT SUPERVISION AND SIGNED AND SEALED BY A PROFESSIONAL DELEGATED ENGINEER REGISTERED IN THE STATE OF FLORIDA FOR ENGINEER OF RECORD'S REVIEW. GENERIC PRODUCTS WILL NOT BE ACCEPTED.
  - h. ITEMS MARKED (†) SHALL REQUIRE SUBMITTAL OF SHOP DRAWINGS AND CALCULATIONS PREPARED UNDER THE DIRECT SUPERVISION AND SIGNED AND SEALED BY A PROFESSIONAL DELEGATED ENGINEER REGISTERED IN THE STATE OF FLORIDA FOR ENGINEER OF RECORD'S REVIEW.
  - i. ENGINEER OF RECORD REVIEW OF SUBMITTALS MARKED (\*) OR (†) WILL NOT BEGIN UNTIL THE SUBMITTAL IS SIGNED AND SEALED BY THE DELEGATED PROFESSIONAL.
2. THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.
  3. SUBMITTALS SHALL CLEARLY IDENTIFY THE PROJECT NAME, SPECIFIC PRODUCT UTILIZED, APPLICABLE CODES, DESIGN CRITERIA, AND SHOW ALL DETAILS AND PLANS NECESSARY FOR PROPER FABRICATION AND INSTALLATION. HAND-WRITTEN COMMENTS AND/OR MARKINGS ON THE SUBMITTALS BY THE CONTRACTOR SHALL BE MADE USING A GREEN COLOR PEN AND THE ENGINEER/ARCHITECT SHALL UTILIZE A RED COLOR PEN.
  4. SHOP DRAWINGS SHALL BE REVIEWED BY THE GENERAL CONTRACTOR FOR FULL COORDINATION OF ALL CONSTRUCTION TRADES WITH THE LATEST DESIGN DISCIPLINE DOCUMENTS, REVISIONS/CLARIFICATIONS, AND RESPONSES TO PEH. SHOP DRAWINGS SHALL BE MARKED BY THE GENERAL CONTRACTOR "APPROVED" PRIOR TO SUBMITTING TO THE OWNER, ARCHITECT OF RECORD, OR ENGINEER OF RECORD. GENERAL CONTRACTOR-GENERATED QUESTIONS OR REQUESTS FOR INFORMATION WITHIN THE SUBMITTALS SHALL BE CLEARLY MARKED, CHANGES AND ADDITIONS MADE ON RE-SUBMITTALS SHALL BE CLEARLY PLACED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS SHALL BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. ARCHITECT/ENGINEER REVIEW WILL BE LIMITED TO ONLY THOSE ITEMS CAUSING THE RE-SUBMITTAL.
  5. SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS AND PRODUCTS FUNCTIONAL EQUIVALENCE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.
  6. NON-CONFORMING SUBMITTALS WILL BE RETURNED WITHOUT REVIEW. ARCHITECT/ENGINEER WILL NOT BE RESPONSIBLE FOR SCHEDULE DELAYS CAUSED BY RETURNED SUBMITTALS THAT FAILED TO MEET THE AFORESAID CRITERIA.

PRE-ENGINEERED METAL BUILDING

1. THE PRE-ENGINEERED METAL BUILDING (PEMB) SHALL CONSIST OF ROOF DECK, RIGID FRAMES, METAL WALL PANELS ON FRAMING, CANOPY FRAMING, GUTTERS AND DOWNSPOUTS, AND FLASHING. DEVIATION FROM BAY SPACING SHOWN ON THE PLANS SHALL NOT BE PERMITTED TO SUIT MANUFACTURER'S STANDARDS. THE PEMB MANUFACTURER SHALL BE A MEMBER OF THE METAL BUILDING MANUFACTURER'S ASSOCIATION (MBMA).
2. THE SYSTEM SHALL BE DESIGNED AND DETAILED BY THE MANUFACTURER TO SUSTAIN THE DESIGN LOADS SPECIFIED IN "DESIGN LOADS" GENERAL NOTES, INCLUDING WIND LOADS. REFER TO OTHER DESIGN DISCIPLINE DRAWINGS FOR OTHER LOADS NOT INDICATED HEREIN SUCH AS BUT NOT LIMITED TO SUSPENDED FANS, WALL-MOUNTED FANS, EQUIPMENT ETC. THE DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST ISSUES OF THE ASG AND AISI SPECIFICATIONS AND MBMA "METAL BUILDING SYSTEMS MANUAL" DESIGN PRACTICES.
3. SHOP DRAWINGS AND A LETTER OF CERTIFICATION SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO FABRICATING SHOP DRAWINGS SHALL BEAR THE SIGNATURE AND IMPRESSED SEAL OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER. SHOP DRAWINGS SHALL INDICATE THE DESIGN LOADS AND JOB NAME AND NUMBER. THEY SHALL INCLUDE SIZES OF ALL THE FRAMING MEMBERS AND RELATED ACCESSORIES AND SPECIALIZED CONNECTIONS. THE ANCHOR BOLT PLAN AND REACTIONS. STANDARD CUT SHEETS OF THE ABOVE ARE NOT ACCEPTABLE. STANDARD CUT SHEETS MAY BE SUBMITTED FOR SECONDARY FRAMING CONNECTION DETAILS, FLASHING AND SHEETING DETAILS, ETC. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW AND APPROVAL IN WRITING OF ANY INTERIM AND ALL FINAL PEMB SHOP DRAWINGS TO ASSURE THEY MATCH THE CONCEPT DESIGN INTENT. PRIOR TO FORWARDING ONTO ENGINEER FOR REVIEW.
4. THE MANUFACTURER SHALL PROVIDE SIGNED AND SEALED CALCULATIONS FOR ALL FRAMING MEMBERS, RELATED ACCESSORIES, AND SPECIALIZED CONNECTIONS PREPARED UNDER THE SUPERVISION OF A FLORIDA REGISTERED PROFESSIONAL ENGINEER. THE SUBMITTAL SHALL INCLUDE THE LOAD COMBINATION REACTIONS FOR EACH COLUMN SUPPORT TO THE ENGINEER OF RECORD PRIOR TO THE FINAL FOUNDATION PRICING PACKAGE SUBMITTAL. IF THE MANUFACTURER DOES NOT COMPLY, THE FOUNDATION DESIGN WILL BE ASSUMED TO RESIST THE COMBINED GRAVITY AND WIND LOADS SHOWN AS FOLLOWS:
 

UPLIFT = 10 KIPS, HORIZ TRANSV Y = 4 KIPS, HORIZ TRANSV X = 1 KIP, GRAVITY = 13 KIPS
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5. PROVIDE FINISH PAINT COATS COMPATIBLE WITH THE SHOP PRIMER FOR ALL FRAMING SURFACE (COLOR WHITE), UNDERSIDE OF DECK (COLOR WHITE), AND TOP OF DECK AND EXTERIOR SHEATHING (COLOR GREEN) AND GUTTERS/DOWNSPOUTS (COLOR GREEN).

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APPROPRIATE CERTIFICATE OF PROFESSIONAL ENGINEERING



TRANSFORMING TODAY'S IDEAS INTO TOMORROW'S REALITY

LUCA DELVERME  
FL LICENSE NO. 12685  
FBR CERTIFICATE OF AUTHORIZATION NO. 3637

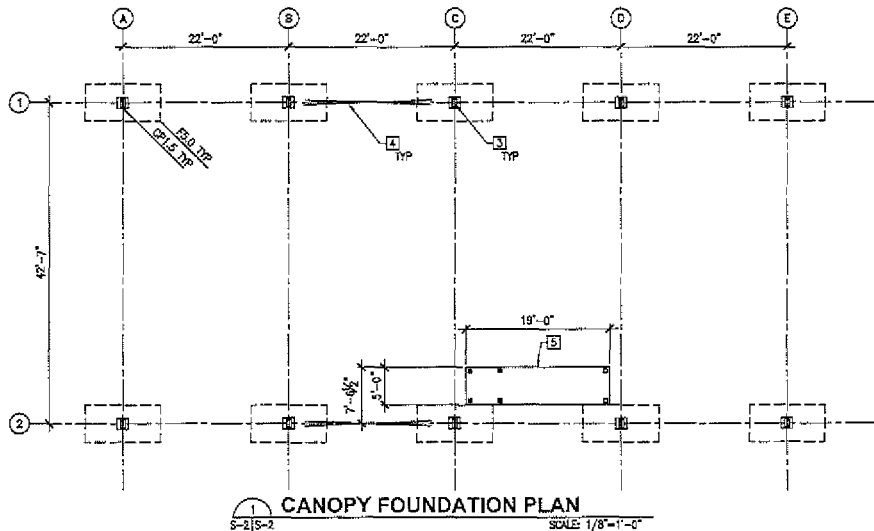
NO.	DATE	REVISION

STRUCTURAL  
GENERAL  
NOTES

VPS SECURITY INSPECTION FACILITY  
PREPARED FOR  
DESTIN - FORT WALTON BEACH AIRPORT

DESIGNED BY: LJV  
DRAWN BY: LJV  
CHECKED BY: J.A.C.  
APPROVED BY: J.A.C.  
PROJECT NO: 2020.095.02  
DATE: MAY 2021

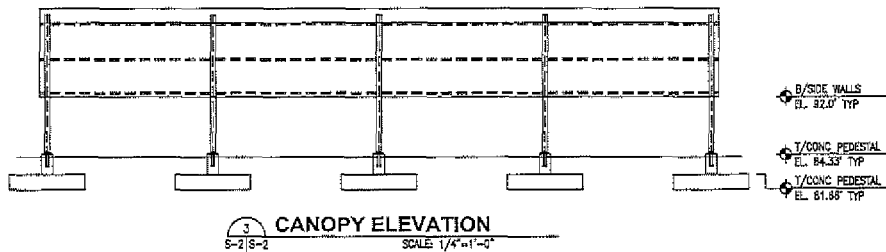
SHEET NUMBER  
**5-1**



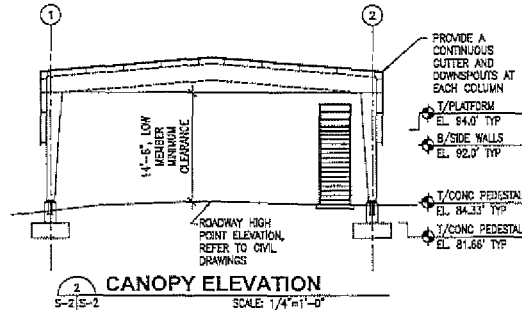
1  
5-2 | 5-2  
**CANOPY FOUNDATION PLAN**  
SCALE: 1/8"=1'-0"

**FOUNDATION PLAN NOTES:**

- SEE GENERAL NOTES ON SHEET S1.00, S1.01.
- DO NOT SCALE DRAWINGS. REFER TO CIVIL DRAWINGS FOR ACTUAL TOP OF PEDESTAL ELEVATIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH CIVIL/M/E/P DRAWINGS AND REPORT ANY DISCREPANCY TO THE ARCHITECT OF RECORD IN WRITING FOR CLARIFICATION PRIOR TO START OF CONSTRUCTION.
- PRE-ENGINEERED METAL BUILDING (PEMB) FRAMES: GENERAL CONTRACTOR TO VERIFY/COORDINATE EXACT COLUMN LOCATION, EXACT ANCHOR BOLT LOCATION, MEMBER QUANTITIES AND LAYOUT WITH PRE-ENGINEERED METAL BUILDING MANUFACTURER/SUPPLIER'S APPROVED SHOP DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH THE APPROVED PEMB SHOP DRAWINGS AND REPORT ANY DISCREPANCY TO THE ARCHITECT OF RECORD IN WRITING FOR CLARIFICATION PRIOR TO START OF CONSTRUCTION. SEE GENERAL NOTES FOR SURFACE PAINT REQUIREMENTS.
- - - INDICATES PRE-ENGINEERED METAL BUILDING WALL X-BRACING AS LOCATED ON PLAN. COMPRESSION ELEMENTS BETWEEN FRAMES SHALL BE PROVIDED AS INDEPENDENT PIPE STRUTS OR INCORPORATED IN COMBINATION WITH THE BUILDING PURLIN SYSTEM. ALTERNATIVE BRACING LOCATIONS MUST BE APPROVED BY THE ENGINEER OF RECORD PRIOR TO FINALIZING METAL BUILDING DRAWINGS. IN LIEU OF BRACES, PORTAL FRAMES MAY BE USED AT NO ADDITIONAL COST TO THE OWNER.
- PRE-ENGINEERED METAL STAIRS AND SERVICE PLATFORM: GENERAL CONTRACTOR SHALL SECURE THE DESIGN OF THE PRE-ENGINEERED METAL STAIRS, PLATFORM, AND CONNECTIONS AND SUBMIT SIGNED AND SEALED MANUFACTURER/SUPPLIER'S APPROVED SHOP DRAWINGS. THE STRUCTURE SHALL BE CONSTRUCTED OF STEEL WITH HOT-DIPPED GALVANIZED FINISH OR ALUMINUM T-6051. THE STAIR WIDTH SHALL BE 4 FEET WIDE AND SHALL BE SUPPORTED ON A 8" THICK SLAB-ON-GRADE REINFORCED OVER 10 ML VAPOR BARRIER ON COMPACTED SUBGRADE. PROVIDE #4 BARS PLACED AT MID-DEPTH OF SLAB AND SPACED AT 14" OC (MAX, EACH WAY). THE STAIRS TREADS, RISERS, AND ITS RAILINGS SHALL MEET REQUIREMENTS OF THE FLORIDA BUILDING CODE.



3  
5-2 | 5-2  
**CANOPY ELEVATION**  
SCALE: 1/4"=1'-0"

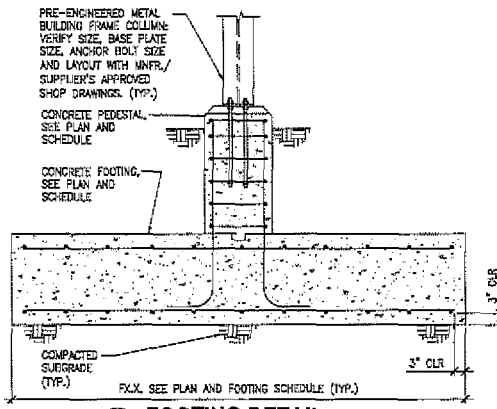


2  
5-2 | 5-2  
**CANOPY ELEVATION**  
SCALE: 1/4"=1'-0"

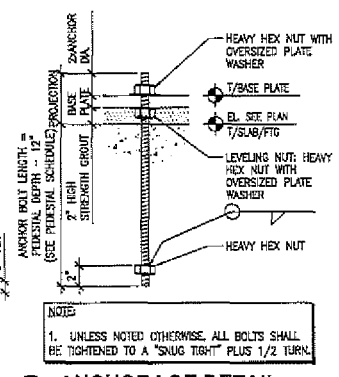
FOOTING SCHEDULE			
FOOTING MARK	T	SIZE	REINFORCEMENT
F5.0	24"	5'-0" x 10'-0"	(5)-#7 T&B (LONG DIRECTION); (11)-#7 T&B (SHORT DIRECTION)

CONCRETE PEDESTAL SCHEDULE			
PEDESTAL MARKS	CP1.5		
DIM A	1'-6"		
DIM B	1'-8"		
DOWELS	(5)-#5		
TIES	#3 @ 6" OC		

**PEDESTAL NOTES**  
1. REFER TO PLAN FOR COLUMN ORIENTATION. DIMENSION 'A' REFERENCES COLUMN DIMENSION IN THE VERTICAL DIRECTION OF THE PLAN SHEET AND 'B' REFERENCES COLUMN DIMENSION IN THE HORIZONTAL DIRECTION OF THE PLAN SHEET.



4  
5-2 | 5-2  
**FOOTING DETAIL**  
SCALE: 3/4"=1'-0"



5  
5-2 | 5-2  
**ANCHORAGE DETAIL**  
SCALE: 3/4"=1'-0"

NOT FOR CONSTRUCTION

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NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

**FOUNDATION PLAN, SECTIONS, AND DETAILS**

**VPS SECURITY INSPECTION FACILITY**  
PREPARED FOR  
DESTIN - FORT WALTON BEACH AIRPORT

DESIGNED BY: LDV  
DRAWN BY: LDV  
CHECKED BY: J.R.C.  
APPROVED BY: V.G.L.  
PROJECT NO: 2020.0505.02  
DATE: MAY 2021

SHEET NUMBER  
**S-2**

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**ELECTRICAL NOTES**

- GENERAL ELECTRICAL NOTES LISTED BELOW APPLY TO ALL ELECTRICAL SHEETS, INCLUDING ALL DETAILS, SECTIONS, AND/OR DRAWINGS (ISSUED AS ADDENDA TO THESE DRAWINGS).
- ALL WORK SHALL COMPLY WITH CODES AND STANDARDS LISTED ON THE DRAWINGS AND PER THE SPECIFICATIONS.
- ALL DEVICES SHALL BE INSTALLED AT MOUNTING HEIGHTS AS OUTLINED IN ADA, LFC 2465(9), NFPA AND SHALL BE LISTED BY THE UNDERWRITERS LABORATORIES, INC. (UL) OR NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA).
- DO NOT SCALE FROM THESE DRAWINGS. REFER TO ARCHITECTURAL PLANS FOR DIMENSIONS.
- THE DRAWINGS ARE DIAGNOSTIC AND THE OMISSION OF AN ITEM NECESSARY FOR THE PROPER FUNCTIONING OF THE SYSTEM DOES NOT RELIEVE THE CONTRACTOR FROM FURNISHING AND INSTALLING THAT ITEM.
- THE SUBMISSION OF A BID OR PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT THE CONTRACTOR HAS FAMILIARIZED THEMSELVES WITH THE PLANS, SPECIFICATIONS, AND BUILDING SITE CONDITIONS MADE SUBSEQUENT TO THE PROPOSAL FOR MATERIALS AND/OR LABOR DUE TO DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED, UNLESS DIFFICULTIES COULD NOT HAVE BEEN FORESEEN EVEN THOUGH PROPER EXAMINATION HAD BEEN MADE.
- IN THE EVENT OF CONTRADICTIONS, ON THESE PLANS FROM SHEET TO SHEET (ELECTRICAL, MECHANICAL, ARCHITECTURAL, CIVIL AND/OR STRUCTURAL), THE CONTRACTOR SHALL INCLUDE IN THEIR BID THE COST OF THE MOST RESPECTIVE (COSTLY) ACTION SPECIFIED. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECTS AND ENGINEERS ATTENTION PRIOR TO THE PRE-CONSTRUCTION MEETING FOR CLARIFICATION OF THE WORK TO BE PERFORMED. ANY COSTS GENERATED AS A RESULT OF FAILURE TO IDENTIFY THESE DISCREPANCIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- PRIOR TO BID, COORDINATE ALL ELECTRICAL WORK WITH MECHANICAL WORK. COORDINATE ALL MECHANICAL LOADS, VOLTAGES AND LOCATIONS WITH THE MECHANICAL CONTRACTOR AND MAKE NECESSARY ADJUSTMENTS WITHOUT EXTRA CHARGES.
- SHOULD ANY QUESTIONS AND/OR DISCREPANCIES ARISE REGARDING THE CONTRACT REQUIREMENTS AND/OR FIELD CONDITIONS, THE CONTRACTOR SHALL CONTACT THE ARCHITECT/ENGINEER FOR PROPER INTERPRETATION AND/OR CLARIFICATION PRIOR TO THE COMMENCEMENT OF ANY WORK. IN THE ABSENCE OF SUCH REQUEST AND/OR AUTHORIZATION FROM THE ARCHITECT/ENGINEER, THE CONTRACTOR WILL BE PROCEEDING AT HIS OWN RISK.
- THE ELECTRICAL CONTRACTOR SHALL NOT CONCEAL ANY WORK UNTIL INSPECTED AND APPROVED BY ELECTRICAL INSPECTOR AND/OR ARCHITECT/ENGINEER. THE CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF A SCHEDULED INSPECTION TIME WITHIN 72 HOURS.
- WHERE CROWDED LOCATIONS EXIST OR WHERE THERE IS A POSSIBILITY OF CONFLICT BETWEEN TRADES, THE CONTRACTOR SHALL MAKE COMPOSITE DRAWINGS SHOWING THE EXACT LOCATION OF DUCTS, CONDUIT, AND EQUIPMENT. DRAWINGS SHALL BE BASED ON FIELD MEASUREMENTS AND, AFTER CONSULTATION AND AGREEMENT BETWEEN THE TRADES, SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER BEFORE INSTALLATION OF THE WORK.
- FOR SPACES WITH INACCESSIBLE HAND CEILING OR PLUMBING CHASES, PROVIDE 30" x 30" HINGED ACCESS PANELS AS REQUIRED FOR ELECTRICAL EQUIPMENT ACCESS OR CLEARANCE.
- THE ELECTRICAL CONTRACTOR IS TO PROVIDE PULL STRINGS IN ALL EMPTY CONDUIT AND RACEWAYS WITH LABELING TAGS AT EACH END.
- ALL BARE METAL SURFACES SHALL BE PRIMED AND PAINTED TO PREVENT ANY RUST, INCLUDING BUT NOT LIMITED TO ANGLE BRACKING, EQUIPMENT SUPPORTS, MOUNTING HARDWARE, ETC.
- ALL MATERIALS AND EQUIPMENT INSTALLED IN RETURN AIR PLUMBING SHALL BE NON-COMBUSTIBLE AND UL, LABELED AND LISTED FOR THE APPLICATION. ALL WIRING SHALL BE PLUMBING RATED OR ENCLOSED IN A METAL RACEWAY.
- COORDINATE LIGHTING, SWITCHING, AND RECEPTACLE LOCATIONS IN MECHANICAL SPACES WITH RESPECT TO ACTUAL MECHANICAL EQUIPMENT INSTALLATION FOR OPTIMUM LIGHTING AND UTILIZATION OF RECEPTACLES.
- SURGE PROTECTION SHALL BE PROVIDED ON ALL CABLES ENTERING/EXITING BUILDINGS THAT CONNECT TO ELECTRICAL EQUIPMENT.
- CONDUCTORS: FEEDER AND BRANCH CIRCUIT CONDUCTORS SHALL BE THW-2 COPPER (MINIMUM SIZE #12 UNLESS OTHERWISE NOTED). NO ALUMINUM SHALL BE PERMITTED UNLESS SPECIFICALLY NOTED OTHERWISE. INSTALL ALL WIRING IN CONDUIT OR APPROVED RACEWAYS UNLESS OTHERWISE INDICATED. ALL RACEWAYS SHALL HAVE A GREEN GROUNDING CONDUCTOR. CONDUCTORS UPSIZED FOR THE PURPOSE OF MITIGATING VOLTAGE DROP SHALL BE INCLUDED IN THE ELECTRICAL CONTRACTORS BID PRICE AND VOLTAGE DROP CALCULATIONS SHALL BE PERFORMED IN ACCORDANCE WITH NFPA 70. ALL BRANCH CIRCUITS SHALL CARRY A GROUNDING EQUIPMENT CONDUCTOR, AND 95 WIRED WITH COLOR-CODED WIRE WITH THE SAME COLOR USED FOR A PHASE THROUGHOUT. COLOR-CODE SHALL BE AS FOLLOWS:  
120/208 VOLT: PHASE A - BLACK; PHASE B - RED; PHASE C - BLUE; NEUTRAL - WHITE; GROUND - GREEN.
- RACEWAYS AND FITTINGS: ALL RACEWAYS AND FITTINGS SHALL BE GALVANIZED RIGID STEEL OR INTERMEDIATE METAL CONDUIT WITH LOCKWITS AND BUSHINGS, WITH THE EXCEPTION THAT WHERE SPECIFICALLY ALLOWED BY THE NATIONAL ELECTRICAL CODE AND APPLICABLE LOCAL CODES, ELECTRICAL METAL TUBING (EMT) MAY BE USED FOR ALL INTERIOR EXPOSED AND CONCEALED WORK WHERE IT IS NOT SUBJECT TO PHYSICAL DAMAGE OR CORROSION. FITTINGS SHALL BE STEEL SET SCREW TYPE. NO BX CABLE ALLOWED. EXPOSED CONDUIT IS NOT PERMITTED IN FINISHED OPEN AREAS. INSTALL EXPANSION FITTINGS IN RACEWAYS EVERY 200' LINEAR RUN OR WHEREVER STRUCTURAL EXPANSION JOINTS ARE CROSSED.

**ELECTRICAL NOTES, CONT.**

- MANUFACTURERS: BASE OF DESIGN IS SQUARE D. EQUAL PRODUCTS BY GENERAL ELECTRIC, SIEMENS OR CUTLER HAMMER WILL BE CONSIDERED. ALL ELECTRICAL PANELS, CABINETS, DISCONNECT SWITCHES, AND ENCLOSED STARTERS SHALL BE NEMA 1F INSTALLED IN AN INTERIOR LOCATION AND NEMA 4X STAINLESS STEEL IF INSTALLED IN A EXTERIOR LOCATION.
- MATERIALS SHALL BE NEW AND UNUSED AND THE CATALOGUED PRODUCTS OF MANUFACTURERS REGULARLY ENGAGED IN THE PRODUCTION OF SUCH MATERIALS. THE MATERIALS SHALL BE OF THE MANUFACTURER'S LATEST STANDARD DESIGN THAT COMPLIES WITH THE SPECIFICATION REQUIREMENTS.
- ALL GROUNDING SHALL CONFORM TO ARTICLE 250 OF THE NEC REQUIREMENTS. IN ADDITION THERE TO AS IMPOSED BY THE DRAWINGS AND THE LOCAL CODE ENFORCEMENT AUTHORITIES HAVING JURISDICTION.
- FIREPROOF ALL OPENINGS ON FIRE RATED WALLS BY AN UL APPROVED SYSTEM.
- CONDUIT PENETRATIONS THROUGH FIRE RATED PARTITIONS SHALL BE SEALED USING APPROVED FIRE RATING COMPOUND. REFER TO EXISTING ARCHITECTURAL FLOOR PLAN FOR LOCATION OF FIRE RATED PARTITIONS.
- REVIEW AND COORDINATE WITH DWG. 23 DRAWINGS FOR CONDUIT, CONDUIT DEVICES, ETC. REQUIRED FOR A COMPLETE AND OPERATING HVAC SYSTEM. LOW VOLTAGE CONTROL WIRING FURNISHED AND INSTALLED BY DIVISION 23. CHECK ALL MOTORS AND ROTATING EQUIPMENT FOR PROPER ROTATION.
- ELECTRICAL CONTRACTOR SHALL INCLUDE CUTTING AND PATCHING FOR THE INSTALLATION OF HIGHER WORK WITHIN BASE BID.
- PROVIDE REDEIGNED "AS BUILT" ELECTRICAL DRAWINGS AT THE COMPLETION OF THE PROJECT.
- CONTRACTOR REPRESENTS THAT HIS BID IS BASED UPON THE MANUFACTURER'S MATERIALS AND EQUIPMENT DESCRIBED IN THE CONTRACT DOCUMENTS.
- ELECTRICAL CONTRACTOR SHALL FILE BUILDING DEPARTMENT ELECTRICAL PERMIT FORMS.
- ALL ELECTRICAL BOXES INSTALLED IN 1 HOUR RATED BARRIER AND 2 HOUR SMOKE WALLS ARE REQUIRED TO HAVE THE SAME FIRE RATING AS THE WALLS, HAVE SIZE AND SPACING AS PER NEC.
- ALL EQUIPMENT SHOWN IS TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR UNLESS NOTED OTHERWISE.
- ELECTRICAL EQUIPMENT BASIS OF DESIGN IS AS NOTED ON PLANS. ACCEPTABLE EQUIVALENT EQUIPMENT MAY BE SUBMITTED FOR REVIEW.
- ALL FIRE ALARM DEVICES, RECEPTACLE, TELEPHONE AND DATA JACK COVERS SHALL BE WHITE.
- THIS DRAWING IS DIAGNOSTIC IN NATURE AND DEPICTS THE GENERAL ARCHITECTURE, ARRANGEMENT AND CONNECTIVITY OF THE LOCAL AREA NETWORK DEVICES. REFER TO FLOOR PLANS FOR EXACT QUANTITIES AND APPROXIMATE PHYSICAL LOCATIONS OF DEVICES.

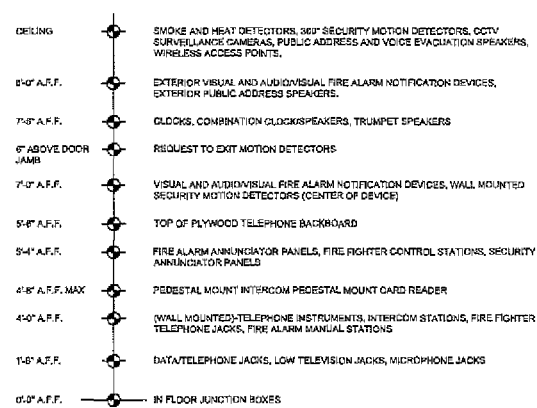
**STANDARDS AND REGULATORY REQUIREMENTS**

- CONFORM TO ALL THE APPLICABLE REQUIREMENTS OF THE FOLLOWING CODES, STANDARDS, GUIDELINES, ETC. IF THERE SHOULD BE CONFLICTING REQUIREMENTS BETWEEN THESE CODES, STANDARDS, GUIDELINES, ETC., THE MORE OR MOST STRINGENT REQUIREMENT SHALL APPLY THAT DOES NOT VIOLATE ANY CODES OR LAWS.
- NATIONAL ELECTRIC CODE (NEC), 2014 EDITION [NFPA 70]
  - NATIONAL FIRE ALARM CODE, 2014 EDITION [NFPA 72]
  - LIFE SAFETY CODE, CURRENT EDITION [NFPA 101]
  - STANDARD FOR EMERGENCY AND STANDBY POWER SYSTEMS, 2008 EDITION [NFPA 110]
  - NFPA 780, 2017 EDITION
  - FLORIDA ENERGY CODE 2017 SIXTH EDITION
  - LOCAL GOVERNMENT AND FLORIDA BUILDING CODE 2017 EDITION
- THE ABOVE MOUNTING ELEVATIONS ARE TO CENTER OF DEVICE AND SHALL BE ADHERED TO UNLESS SPECIFICALLY NOTED OR DETAILED OTHERWISE ON THE DRAWINGS AND/OR SPECIFICATIONS.
  - COORDINATE THE INSTALLATION AND MOUNTING ELEVATIONS OF ALL EQUIPMENT, DEVICES, CONTROLS AND APPURTENANCES WITH DCA, DESIGN PROFESSIONAL AND ALL AFFECTED TRADES PRIOR TO INSTALLATION. DOCUMENT ALL MOUNTING ELEVATIONS FOR ALL EQUIPMENT, DEVICES, CONTROLS AND APPURTENANCES AT THE TIME OF SHOP DRAWING SUBMITTAL.

**ABBREVIATIONS:**

A	AMPERES	MCR	MAIN CIRCUIT BREAKER
AFB	ABOVE FINISHED FLOOR	MCC	MOTOR CONTROL CENTER
AFG	ABOVE FINISHED GRADE	MCM	THOUSAND CIRCULAR MILS
AL	ALUMINUM	MISC	MISCELLANEOUS
ANLN	ANNUNCIATOR	MLO	MAIN LOSS ONLY
ARCH	ARCHITECT	MDP	MAIN DISTRIBUTION PANEL
ATS	AUTOMATIC TRANSFER SWITCH	MECH	MECHANICAL
AWG	AMERICAN WIRE GAUGE	NC	NORMALLY CLOSED
B.A.F.	BIG ASS FANS	NEC	NATIONAL ELECTRICAL CODE
BFG	BELOW FINISHED GRADE	NF	NON-FUSED
BFF	BELOW FINISHED FLOOR	NIC	NOT IN CONTRACT
BBS	BELOW BOTTOM OF SLAB	NO	NORMALLY OPEN
BLDG	BUILDING	NTS	NOT TO SCALE
C	CONDUIT	OSP	OIL/WATER SEPARATOR PANEL
CAT	CATALOG	Ø	PHASE
C.E.P.	CENTRAL ENERGY PLANT	PVC	POLYVINYL CHLORIDE
CKT	CIRCUIT	P/T	POTENTIAL TRANSFORMER
CU	COPPER	PC	PHOTO CELL
C/S	CIRCUIT BREAKER	R	RECESSED
C/T	CURRENT TRANSFORMERS	RECP.	RECEPTACLE
Δ	DELTA	SCR	SHORT CIRCUIT RATING
DIA	DIAMETER	SPD	SURGE PROTECTION DEVICE
DWG	DRAWING	SURF	SURFACE
DVP	DIVERTER VALVE PANEL	TEL	TELEPHONE
FLA	FULL LOAD AMPS	TEMP	TEMPERATURE
FT	FEET	UG	UNDERGROUND
GND	GROUND	UNIV	UNIVERSAL
GEN	GENERATOR	UNO	UNLESS NOTED OTHERWISE
REC	GROUND ELECTRODE CONDUCTOR	UPS	UNINTERRUPTED POWER SUPPLY
HF	GROUND FAULT INTERRUPT	V	VOLTS
HP	480Y/277V LIGHTING BRANCH PANEL	W	WATTS
H.P	480Y/277V EQUIPMENT BRANCH PANEL	WP	WEATHERPROOF ENCLOSURE
IG	ISOLATED GROUND	GWFP	WEATHERPROOF WITH GROUND FAULT INTERRUPT
KVA	KILOVOLT - AMPERES	XFMR	TRANSFORMER
KW	KILOWATTS	U	UNDER GROUND
LCP	LIGHTING CONTROL PANEL	Y	WYE
LDP	208Y/120V DISTRIBUTION PANEL		
LFP	208Y/120V LIGHTING PANEL		
LPP	230Y/120V EQUIP POWER PANEL		
LSIA	LONG, SHORT, INSTANTANEOUS FAULT ALARM		
LSIG	LONG, SHORT, INSTANTANEOUS GROUND FAULT		

**TYP. MOUNTING HEIGHTS**



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DATE	REVISION	BY	CHKD

**ELECTRICAL NOTES**  
**GENERAL NOTES**

VPS SECURITY  
INSPECTION  
FACILITY  
PREPARED FOR  
DESTIN - FORT WALTON  
BEACH AIRPORT

DESIGNED BY: J.R.C.  
DRAWN BY: E.V.H.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
PROJECT NO: 02282 06/02/10  
DATE: OCTOBER 2010

SHEET NUMBER  
**E-1**

NOT FOR CONSTRUCTION



# ELECTRICAL SYMBOL LEGEND

## POWER EQUIPMENT

- ⊙ CEILING MOUNTED JUNCTION BOX SIZED PER N.E.C. UNLESS NOTED
  - (VAV) ELECTRICAL CONNECTION FOR HVAC EQUIPMENT ABOVE CEILING
  - (VVT) ELECTRICAL CONNECTION FOR HVAC EQUIPMENT ABOVE CEILING
  - (Z2) ELECTRICAL CONNECTION FOR HVAC EQUIPMENT ABOVE CEILING
- ⊞ FLOOR JUNCTION BOX SIZED PER N.E.C. UNLESS NOTED
- S MOTOR RATED SWITCH
  - (D) 2 POLE DISPODAL SWITCH WITH 5-STOP
  - (EP) SINGLE POLE WEATHER PROOF SWITCH MOUNTED TO EXHAUST FAN
  - (M) SINGLE POLE SWITCH
  - (M2) 2 POLE SWITCH
  - (M3) 3 POLE SWITCH
  - (ES) ELECTRIC MAGNETIC SWITCH

WF INDUSTRIAL WALL FAN

- ⊙ ELECTRIC MOTOR. ID MARK WILL IDENTIFY EQUIPMENT, BF, AHU, CU, WD, ECT.
  - (1) SINGLE MOTOR
  - (2) 2 POLE MOTOR
  - (3) 3 POLE MOTOR

⊞ NON-FUSIBLE, HEAVY DUTY SAFETY SWITCH (SIZE AND NUMBER OF POLES ARE INDICATED)  
ENCLOSURE NEMA RATING  
DISCONNECT SIZE AMPS / NUMBER OF POLES NF (NO FUSE SIZE)

⊞ FUSED, HEAVY DUTY SAFETY SWITCH (SIZE AND NUMBER OF POLES ARE INDICATED)  
ENCLOSURE NEMA RATING  
DISCONNECT SIZE IN AMPS / NUMBER OF POLES 20A (FUSE SIZE)

⊞ COMBINATION MAGNETIC STARTER WITH FUSED, HEAVY DUTY SAFETY SWITCH  
• (VFD) PROVIDE WITH VARIABLE FREQUENCY DRIVE CONTROLLER COMPATIBLE WITH VARIABLE FREQUENCY DRIVE  
ENCLOSURE NEMA RATING  
DISCONNECT SIZE IN AMPS / NUMBER OF POLES 20A (FUSE SIZE)

NEMA STARTER SIZE  
⊞ MAGNETIC STARTER  
• (VFD) PROVIDE WITH VARIABLE FREQUENCY DRIVE CONTROLLER COMPATIBLE WITH VARIABLE FREQUENCY DRIVE

⊞ COMBINATION MAGNETIC STARTER / CIRCUIT BREAKER  
• (VFD) PROVIDE WITH VARIABLE FREQUENCY DRIVE CONTROLLER COMPATIBLE WITH VARIABLE FREQUENCY DRIVE  
⊞ ENCLOSED CIRCUIT BREAKER

## POWER EQUIPMENT, CONT.

- ⊞ AUTOMATIC TRANSFER SWITCH - SEE RISER DIAGRAM
- ⊞ PANELBOARD, LOW VOLTAGE (120/240V) - SEE PANEL, SCHEDULES AND RISER DIAGRAM FOR DETAILS
- ⊞ PANELBOARD, HIGH VOLTAGE (277/480V) - SEE PANEL, SCHEDULES AND RISER DIAGRAM FOR DETAILS
- ⊞ DISTRIBUTION PANELBOARD, HIGH OR LOW VOLTAGE - SEE PANEL SCHEDULES AND RISER DIAGRAM FOR DETAILS
- ⊞ DRY-TYPE TRANSFORMER, SEE RISER DIAGRAM FOR DETAILS
- ⊞ POWER COMPANY METER, SEE RISER DIAGRAM FOR DETAILS
- ⊞ UTILITY POWER POLE, SEE RISER DIAGRAM FOR DETAILS
- ⊞ PUSH BUTTON STATION, MOUNT 7'-0" AFF FOR OUTDOOR USE AND 4'-0" AFF FOR INDOOR USE UNLESS OTHERWISE NOTED
- ⊞ EMERGENCY SHUNT TRIP STATION, MOUNT 7'-0" AFF FOR OUTDOOR USE AND 4'-0" AFF FOR INDOOR USE UNLESS OTHERWISE NOTED
- ⊞ ELECTRIC WATER HEATER
- ⊞ LOW VOLTAGE PHOTO-ELECTRIC CELL
- ⊞ INSTANTANEOUS WATER HEATER, ELECTRIC OR GAS  
ELECTRIC HAND DRYER
- ⊞ ELECTRIC MOTORIZED DOOR OPENER
- ⊞ ELECTRIC MAGNETIC DOOR LOCK
- ⊞ ELECTRIC MAGNETIC DOOR LOCK BATTERY BOX
- ⊞ MICROPHONE / SPEAKER FOR TWO WAY COMMUNICATION

## LIGHTING EQUIPMENT

- ⊞ NEW / EXISTING 2X2 LED FIXTURE
- ⊞ NEW / EXISTING 1X4 LED OR FLUORESCENT FIXTURE
- ⊞ NEW / EXISTING 2X4 LED OR FLUORESCENT FIXTURE
- ⊞ EXISTING 4X4 LED OR FLUORESCENT FIXTURE
- ⊞ NEW / EXISTING LED RECESSED CAN FIXTURE
- ⊞ NEW LED UNDER CABINET STRIP LIGHT
- ⊞ NEW EXTERIOR RACK MOUNTED LED LIGHT
- ⊞ NEW LED EXIT LIGHTS, UNIVERSAL MOUNTING, SINGLE AND DOUBLE FAGED, ARROWS SHOWN ON FLOOR PLANS FOR DIRECTION

## RECEPTACLES

- ⊞ DUPLEX RECEPTACLE, MOUNTED 1'-6" AFF UNLESS OTHERWISE NOTED
  - (GF) GROUND FAULT CIRCUIT INTERRUPTER
  - (I) ISOLATED GROUND FAULT RECEPTACLE
  - (C) OUTLET CONTROLLED VIA LIGHTING CONTROL LUMPL-101 PER ENERGY CODE.
  - (A) ARC FAULT CIRCUIT INTERRUPTER
  - (WP) WEATHERPROOF GFI RECEPTACLE w/COVER
  - (J) WALL OR EQUIPMENT MOUNTED JUNCTION BOX WITH RECEPTACLE
  - (F) 24V TRANSFORMER PLUGGED INTO DEDICATED GFI RECEPTACLE FOR ELECTRIC FLUSH VALVE AND ELECTRIC FAUCET
  - (MW) DEDICATED RECEPTACLE FOR MICROWAVE
  - (REF) DEDICATED RECEPTACLE FOR REFRIGERATOR
  - (EWC) DEDICATED ELECTRIC COOLER RECEPTACLE, COORDINATE WITH PLUMBING CONTRACTOR FOR LOCATION
- ⊞ DUPLEX RECEPTACLE, MOUNTED 3'-6" AFF UNLESS OTHERWISE NOTED, MAX 48" TO CENTER
  - (GF) GROUND FAULT CIRCUIT INTERRUPTER
  - (IG) ISOLATED GROUND FAULT RECEPTACLE
- ⊞ DUPLEX RECEPTACLE, FLUSH MOUNTED IN CEILING
- ⊞ DUPLEX RECEPTACLE, FLOOR MOUNTED
  - (GF) GROUND FAULT CIRCUIT INTERRUPTER
- ⊞ QUADRUPEX RECEPTACLE, MOUNTED 1'-8" AFF UNLESS OTHERWISE NOTED, IN TWO GANG BOX
  - (GF) GROUND FAULT CIRCUIT INTERRUPTER
- ⊞ QUADRUPEX RECEPTACLE, MOUNTED 3'-6" AFF UNLESS OTHERWISE NOTED, MAX 48" TO CENTER
  - (GF) GROUND FAULT CIRCUIT INTERRUPTER
  - (IS) ISOLATED GROUND FAULT RECEPTACLE
- ⊞ SIMPLEX RECEPTACLE, MOUNTED 1'-6" AFF UNLESS OTHERWISE NOTED
- ⊞ WALL MOUNTED DUPLEX RECEPTACLE WITH DATA CAT 6A CONNECTOR AND HDMI CONNECTOR MOUNTED 72" AFF UNLESS OTHERWISE NOTED
- ⊞ CEILING MOUNTED DUPLEX RECEPTACLE WITH DATA CAT 6A CONNECTOR AND HDMI CONNECTOR
- ⊞ FLOOR MOUNTED COMBINATION DUPLEX RECEPTACLE AND PHONE / DATA CONNECTOR, 2 GANG STEEL FLOOR BOX. REFER TO ELECTRICAL SPECIFICATIONS FOR EXACT TYPE
- ⊞ EMERGENCY DUPLEX RECEPTACLE, MOUNTED 1'-4" AFF UNLESS OTHERWISE NOTED
  - (GF) GROUND FAULT CIRCUIT INTERRUPTER
- ⊞ SPECIAL RECEPTACLE, MOUNTED 4'-0" AFF UNLESS OTHERWISE NOTED, SUBSCRIPT INDICATED NEMA CONFIGURATION AND TYPE
- ⊞ PLUGMOLD MULTIOUTLET RECEPTACLE, MOUNTED VERTICAL OR HORIZONTAL TO SURFACE
  - (GF) GROUND FAULT CIRCUIT INTERRUPTER

## LIGHTING CONTROLS

- ⊞ SINGLE POLE SWITCH
  - (1) 1-BUTTON DIGITAL SWITCH #LMSW-101
  - (2) 2-BUTTON DIGITAL SWITCH #LMSW-102
  - (4) 4-BUTTON DIGITAL SWITCH #LMSW-104
  - (5) 5-BUTTON DIGITAL SWITCH #LMSW-105
  - (8) 8-BUTTON DIGITAL SWITCH #LMSW-108
  - (K) KEY OPERATED SWITCH
  - (T) TIMER SWITCH
  - (WP) WEATHERPROOF SWITCH w/ COVER
  - (A, B) OUTLET CONTROLLED SWITCH
- LCP DIGITAL LIGHTING CONTROL RELAY PANEL MODEL #LMCP-8, #LMCP-24, #LMCP48
- ⊞ 1-BUTTON DIMMING WALL SWITCH MODEL #LMDM-101
- ⊞ 1-BUTTON DUAL TECHNOLOGY OCCUPANCY SENSOR WALL SWITCH MODEL #LMDW-101
- ⊞ 2-BUTTON DUAL TECHNOLOGY OCCUPANCY SENSOR WALL SWITCH MODEL #LMDW-102

## CONDUIT AND WIRE

⊞ ELECTRICAL CONDUCTOR HOMERUN CONDUCTORS ARE #12AWG CU WIRE UNLESS OTHERWISE NOTED. SEE PANEL SCHEDULES AND RISER DIAGRAM DETAILS. (CONDUCTOR SIZE, NUMBER OF CONDUCTORS, VOLTAGE DROP AND CONDUIT SIZE)

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**AVCON**

TRANSFORMING TODAY'S IDEAS  
INTO TOMORROW'S REALITY

---

BEAN DAY  
FL LICENSE NO. 7628  
FBPR CERTIFICATE OF  
AUTHORIZATION NO. 887

NO.	DATE	REVISION

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**ELECTRICAL SYMBOLS**

RELEASE FOR THE  
JOB ONLY

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**VPS SECURITY INSPECTION FACILITY**  
DESIGN - FORT WALTON BEACH AIRPORT

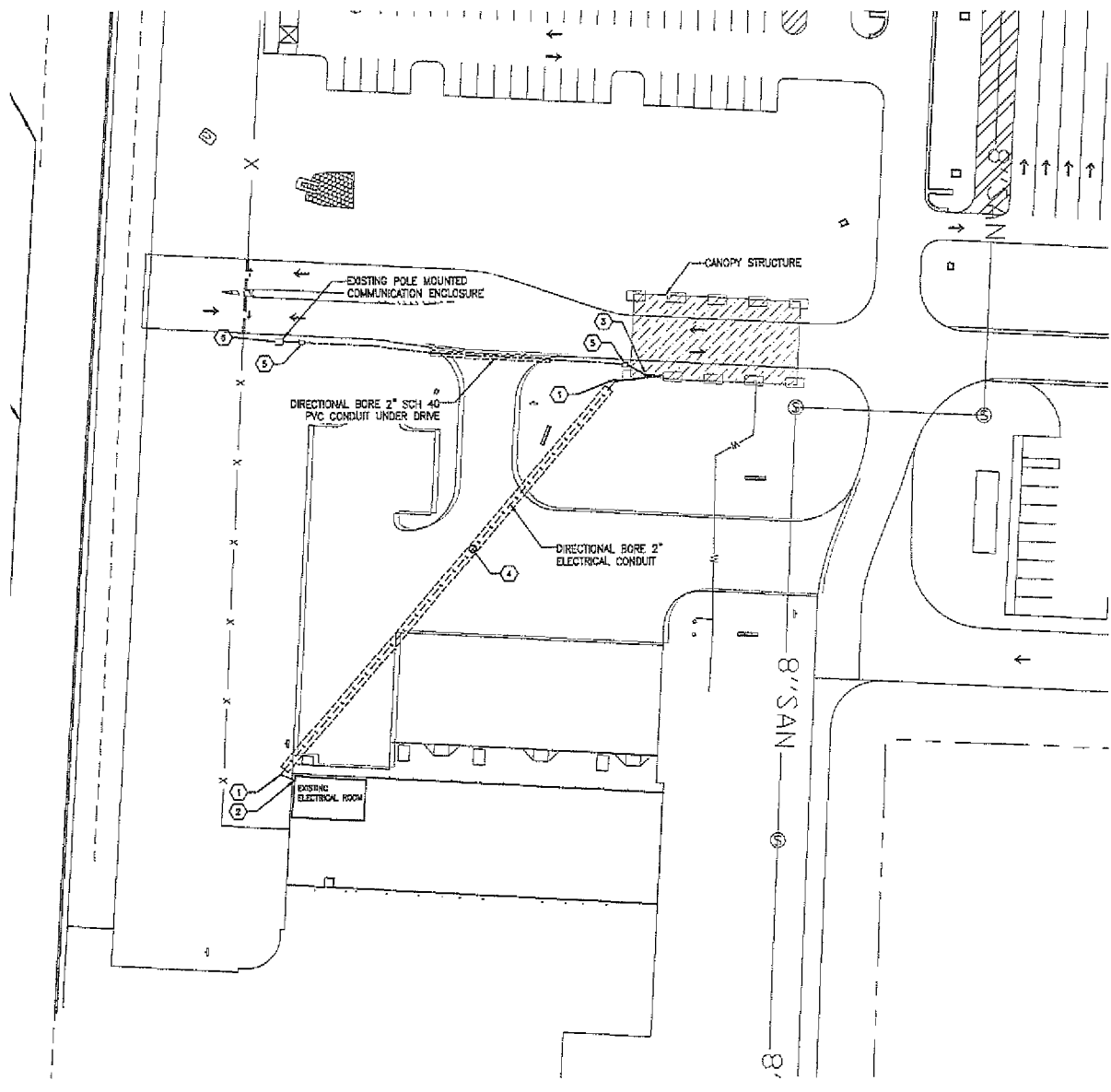
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DESIGNED BY: J.R.C.  
DRAWN BY: B.W.H.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
PROJECT NO: 2020.005.02  
DATE: OCT08R 2020

SHEET NUMBER  
**E-2**

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**KEY NOTES**

1. 11X18" TIER 8 RATED ELECTRICAL PULL BOX. COVER TO READ "ELECTRICAL" REFER TO INSTALLATION DETAILS.
2. PENETRATE AND REPAIR/SEAL EXISTING WALL FOR NEW CONDUIT. ROUTE CONDUIT TO EXISTING ELECTRICAL PANEL. PROVIDE UNDERGROUND RGS ELBOW FOR TRANSITION OF PVC TO RGS CONDUIT. PAINT RGS ELBOW WITH BLACK MASTIC. REFER TO ELECTRICAL ONE-LINE DIAGRAM.
3. PROPOSED EQUIPMENT RACK LOCATION FOR MOUNTING NEW DISCONNECT, ELECTRICAL PANEL, AND COMMUNICATION ENCLOSURE. REFER TO INSTALLATION DETAILS FOR RACK ELEVATION AND GROUNDING REQUIREMENTS.
4. DIRECTIONAL DRILL FROM EXISTING BUILDING TO NEW CANOPY AREA UNDER EXISTING PARKING LOT. PROPOSED EXTENT OF DIRECTIONAL DRILL INDICATED IN DASHED BOX, VERIFY EXISTING BURIED UTILITIES BEFORE BORING.
5. PROVIDE 24"WX36"LX30"D TIER 8 RATED COMMUNICATION PULL BOX. COVER TO READ "COMMUNICATION"
6. ROUTE NEW COMMUNICATION CONDUIT INTO EXISTING ENCLOSURE. PROVIDE WEATHER PROOF CONDUIT HUB ON ENCLOSURE PENETRATION. FUTURE COMMUNICATION CABLING TO BE PROVIDED BY OTHERS.

**1 ELECTRICAL SITE PLAN**  
SCALE: 1"=200'

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NO.	DATE	BY	REVISION

**ELECTRICAL SITE PLAN**  
ISSUANCE FOR BIDDING  
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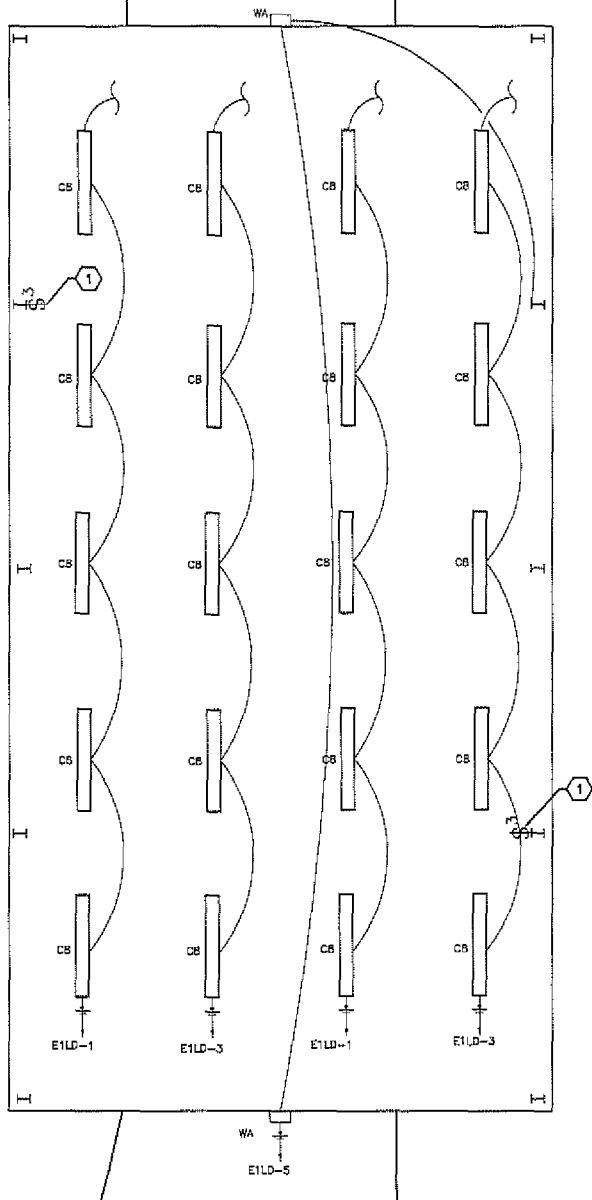
**VPS SECURITY INSPECTION FACILITY**  
PREPARED FOR  
DESTIN - FORT WALTON BEACH AIRPORT

DESIGNED BY: J.J.C.  
DRAWN BY: B.V.H.  
CHECKED BY: J.J.C.  
APPROVED BY: V.C.L.  
PROJECT NO: 2020-0258-02  
DATE: OCTOBER 2020

SHEET NUMBER  
**E3**

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1 CANOPY LIGHTING PLAN  
SCALE: 1"=5'

**KEY NOTES**

1. WEATHERPROOF LIGHT SWITCH PANEL, PROVIDE 3 WAY SWITCHING FOR CONTROL OF LIGHTS FIXTURES AT EACH SWITCH PANEL LOCATION.

LUMINAIRE SCHEDULE									
Symbol	Qty	Label	Arrangement	MODEL	MH	WATTS	Description	Voltage	
	20	CB	SINGLE	DWAE70L840-S-LNV	15'	130W	DAY-BRITE 8' LINEAR, WEATHER PROOF, POLY CARBONATE LENS, 4000K COLOR TEMP	120V	
	2	WA	SINGLE	161-62L-800-NW-G2-4	15'	242W	GARDCO LED WALL SCONCE BY SIGNIFY, 4000K COLOR TEMP	120V	

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 ENGINEERS & PLANNERS  
 333 BAYSHORE DRIVE, SUITE A  
 JACKSONVILLE, FL 32202-2337  
 TEL: (904) 731-1100  
 FAX: (904) 731-6400  
 CORPORATE CERTIFICATE OF  
 PROFESSIONAL ENGINEERING  
 NO. 12014  
 EXPIRES 12/31/2021

**AVCON**  
 TRANSFORMING TODAY'S IDEAS  
 INTO TOMORROW'S REALITY

BEAM DAY  
 FL LICENSE NO. 30058  
 FBPR CERTIFICATE OF  
 AUTHORIZATION NO. 3487

NO.	DATE	REVISION
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9		
10		

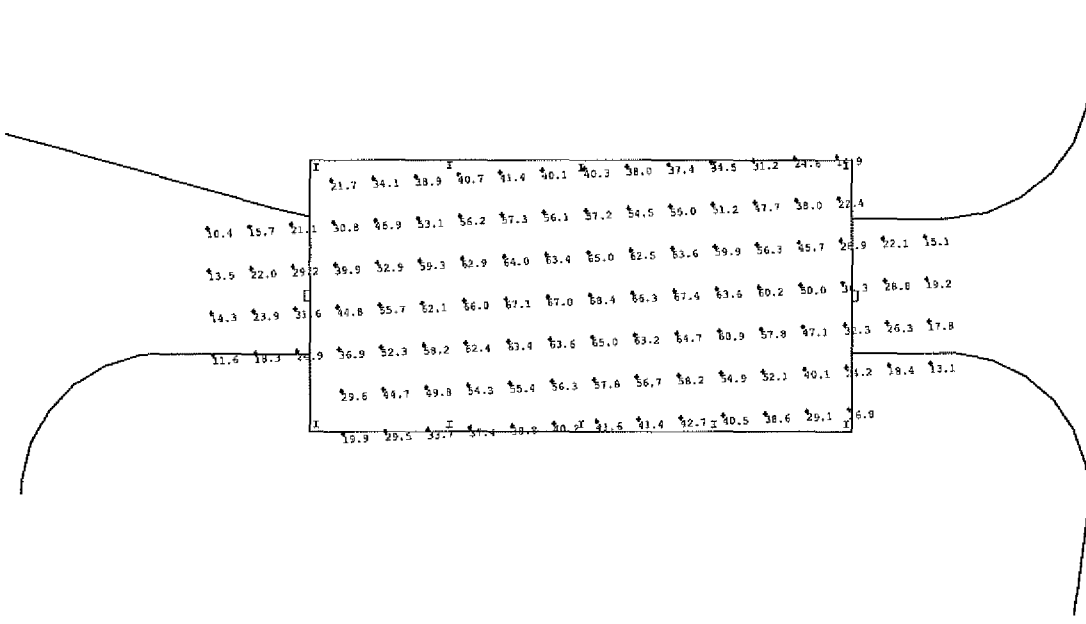
**CANOPY LIGHTING PLAN**  
 PREPARED FOR:  
 VPS SECURITY INSPECTION FACILITY  
 DESTIN - FORT WALTON BEACH AIRPORT

DESIGNED BY: J.E.C.  
 DRAWN BY: B.W.H.  
 CHECKED BY: J.E.C.  
 APPROVED BY: V.C.L.  
 PROJECT NO: 2021.0515.02  
 DATE: MAY 2021

SHEET NUMBER  
**E-4**

NOT FOR CONSTRUCTION

1 CANOPY PHOTOMETRIC PLAN  
SCALE 1" = 10'

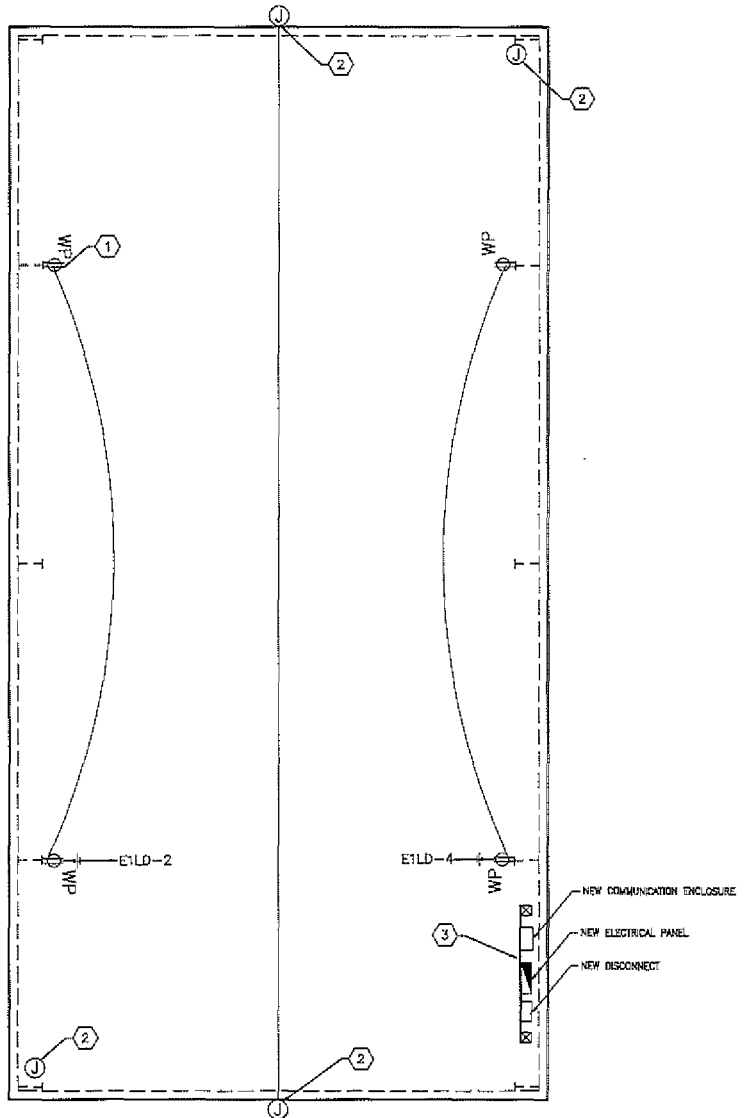


NOT FOR CONSTRUCTION

CALCULATION SUMMARY						
CALC TYPE	UNITS	AVG	MAX	MIN	MAX/MIN	
LUMINANCE	FC	49	68.4	10.4	4.73	5.98

SHEET NUMBER <b>E-5</b>	DESIGNED BY: J.R.C. DRAWN BY: R.W.K. CHECKED BY: J.R.C. APPROVED BY: V.C.L. PROJECT NUMBER: 050902 DATE: MAY 2011	VPS SECURITY INSPECTION FACILITY PREPARED FOR DESTIN - FORT WALTON BEACH AIRPORT	CANOPY PHOTOMETRIC PLAN RELEASE FOR: MD NOT FOR CONSTRUCTION	REVISIONS NO. DATE REVISION	REVIEWED BY: P. LINDSEY, INC. 2008 REVIEW CERTIFICATE OR AUTHORIZATION NO. 2008	AVCON, INC. ENGINEERS & PLANNERS 310 BAYSHORE DRIVE, SUITE A AICEVILLE, FL 32078-2442 OFFICE: (904) 378-0500 FAX: (904) 878-0006 CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 0509 www.avconinc.com
		TRANSFORMING TODAY'S IDEAS INTO TOMORROW'S REALITY				

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1 CANOPY POWER & TECHNOLOGY PLAN  
SCALE 1"=8'

KEY NOTES

1. SURFACE MOUNT WEATHER PROOF RECEPTACLE 36" ABOVE FINISHED GRADE ON STRUCTURAL STEEL COLLAR.
2. PROVIDE AND INSTALL 4x4" JUNCTION BOX FOR FUTURE CAMERA PROVIDED BY OTHERS. ROUTE CONDUIT FROM JUNCTION BOX TO NEW RACK MOUNT COMMUNICATION ENCLOSURE. ALL CONDUIT UNDER CANOPY TO BE RISS.
3. REFER TO DETAIL 1 ON SHEET E-6 FOR DIMENSIONS. POSITION EQUIPMENT RACK UNDER CANOPY.

AVCON, INC.  
ENGINEERS & PLANNERS  
330 BATHURST DRIVE, SUITE 200  
LITTLE ROCK, AR 72602  
PHONE: (501) 974-6464  
FAX: (501) 974-6464  
CORPORATION NUMBER 3847  
WWW.AVCON-INC.COM

TRANSFORMING TODAY'S IDEAS  
LITTLE ROCK, AR 72602  
LITTLE ROCK, AR 72602

SEAN DAY  
P.L. LICENSE NO. 50089  
TERM CERTIFICATE OF  
AUTHORIZATION NO. 5057

NO.	DATE	BY	FOR

CANOPY POWER  
& TECHNOLOGY  
PLAN

VPS SECURITY  
INSPECTION  
FACILITY  
WALKON  
SEARCH AIRPORT

DESIGNED BY: J.R.C.  
DRAWN BY: J.L.V.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
PROJECT NO: 02020.0059.00  
DATE: MAY 2021

SHEET NUMBER  
E-6



NOT FOR CONSTRUCTION

\\vps\projects\wps\1804473\_00000\FACILITY\2020\005\05102 - VPS SECURITY INSPECTION FACILITY\2020\05\05102.dwg, 9/10/2020, 9:10:24 AM, Eng, 5mm, P.L.

PANEL: <b>E1LD</b>		AIC RATING: <b>35,000</b>		TYPE OF CIRCUIT BREAKERS	
VOLTAGE: <b>208Y/120V</b>	FRAME: <b>100A</b>	FED FROM: <b>E1LAEL</b>	NON-ANALOG PANEL 200% NEUTRAL		
MAIN TYPE: <b>MLO (MAIN LUG ONLY)</b>	LOCATION: <b>CANOPY</b>	BUS TYPE: <b>COPPER</b>	NEW CONSTRUCTION		
NEMA RATING: <b>TYPE 3R</b>	PHASE: <b>3P</b>	LUG TYPE: <b>BOLT-ON</b>	ISOLATED GROUND BUS		
MOUNTING: <b>SURFACE</b>	# OF WIRES: <b>4W</b>	PANEL SECTION			
				SHUNT TRIP CB FOR FACTORY	

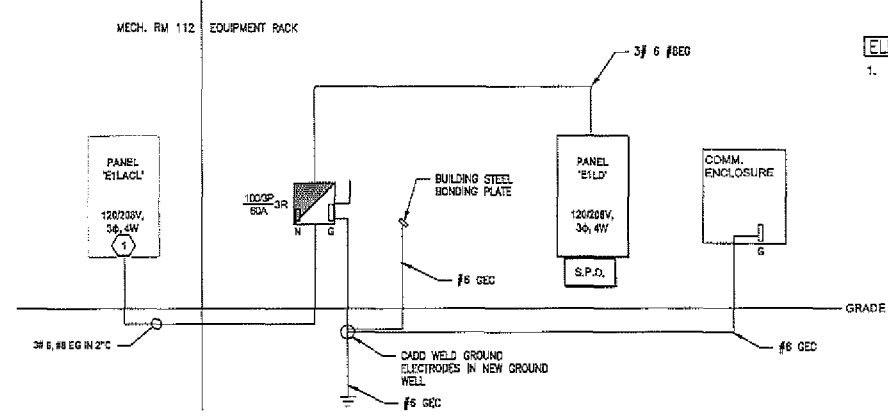
  

(kVA)	(AMPS)	(kVA)	(AMPS)
TOTAL LOAD PHASE A: 1.99	5.25	ACTUAL CONNECT LOAD: 3.69	10.61
TOTAL LOAD PHASE B: 1.52	4.28	DEMAND LOAD: 4.73	13.54
TOTAL LOAD PHASE C: 2.48	7.05	DIVERSITY LOAD: 4.73	13.54

LOAD DESCRIPTION	LOAD (kVA)			BREAKER			BREAKER			LOAD (kVA)			LOAD DESCRIPTION
	0A	90	180	CB TRIP	POLE	CKT #	POLE	CB TRIP	0A	90	180		
LTD-CANOPY	0.00	1.66	13.00	20A	1	1	2	1	20A	0.00	0.30		RSC-CANOPY
LTD-CANOPY	0.00	1.17	0.75	20A	1	3	4	1	20A	0.00	0.36		RSC-CANOPY
LTD-DOWNLIGHTS	0.48	0.00	0.00	20A	1	5	6	1	20A	0.00	0.00		SPARE
SPARE	0.00	0.00	0.00	20A	1	7	8	1	20A	0.00	0.00		SPARE
SPARE	0.00	0.00	0.00	20A	1	9	10	1	20A	0.00	0.00		SPARE
SPARE	0.00	0.00	0.00	20A	1	11	12	1	20A	0.00	0.00		SPARE
SPARE	0.00	0.00	0.00	20A	1	13	14	1	20A	0.00	0.00		SPARE
SPARE	0.00	0.00	0.00	20A	1	15	16	1	20A	0.00	0.00		SPARE
SPARE	0.00	0.00	0.00	20A	1	17	18	1	20A	0.00	0.00		SPARE
SPACE (NOT USED)	0.00	0.00	0.00	20A	1	19	20	1	20A	0.00	0.00		SPACE (NOT USED)
SPACE (NOT USED)	0.00	0.00	0.00	20A	1	21	22	1	20A	0.00	0.00		SPACE (NOT USED)
SPACE (NOT USED)	0.00	0.00	0.00	20A	1	23	24	1	20A	0.00	0.00		SPACE (NOT USED)
TOTALS	0.48	1.17	1.59						0.24	0.36	0.60		TOTALS

PANEL SCHEDULE NOTES:  
 1. LABEL CB PER MPFS RECOMMENDATIONS



- ELECTRICAL ONE-LINE HEX NOTES**
1. PROVIDE NEW 60AMP CIRCUIT BREAKER IN EXISTING SQUARE D HOOD PANELBOARD.

**1 ELECTRICAL ONE-LINE DIAGRAM**  
SCALE: NTS

NOT FOR CONSTRUCTION

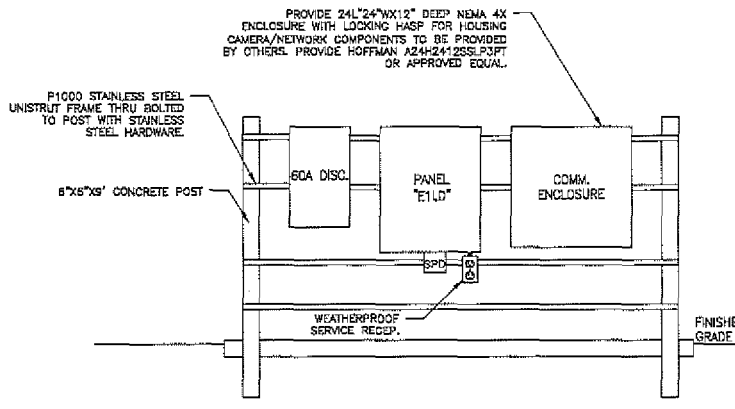
**AVCON, INC.**  
 ENGINEERS & PLANNERS  
 300 BAYSHORE DRIVE, SUITE A  
 HOUSTON, TX 77058-3318  
 TEL: (832) 993-6042  
 FAX: (832) 993-6042  
 AVCON IS AN EQUAL OPPORTUNITY  
 EMPLOYER AND PROVIDER OF  
 AFFIRMATIVE ACTION OPPORTUNITIES.  
 WWW.AVCON.COM

SLASH DAY  
 FL LICENSE NO. 2-20204  
 FRFR CERTIFICATE OF  
 AUTHORIZATION NO. 5822

ELECTRICAL PANEL  
 SCHEDULES AND  
 ONE LINE DIAGRAM  
 PREPARED FOR  
 VPS SECURITY INSPECTION FACILITY  
 DESTIN - FORT WALTON  
 BEACH AIRPORT

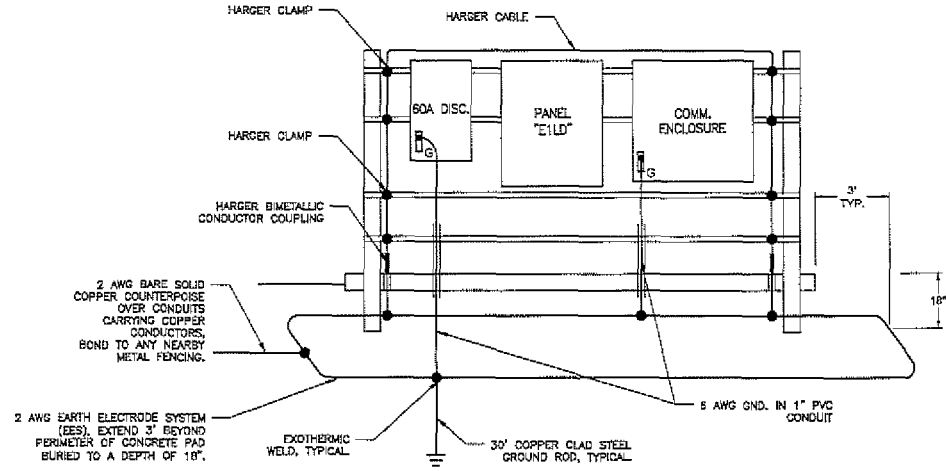
DESIGNED BY: J.S.O.  
 DRAWN BY: E.V.H.  
 CHECKED BY: J.R.C.  
 APPROVED BY: V.C.L.  
 PROJECT NO: 2020.0058.01  
 DATE: OCTOBER 2020

SHEET NUMBER  
**E-7**



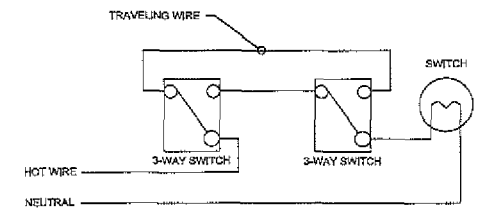
**1 EQUIPMENT RACK ELEVATION**

SCALE: NTS



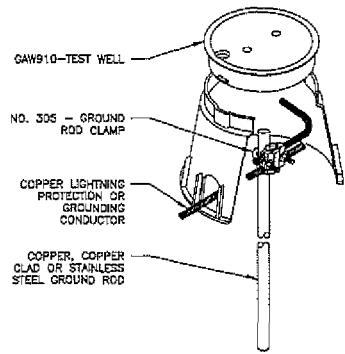
**2 EQUIPMENT RACK GROUNDING**

SCALE: NTS



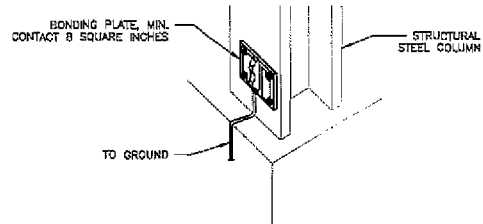
**5 3 WAY SWITCH WIRING INSTALLATION DETAIL**

SCALE: NTS



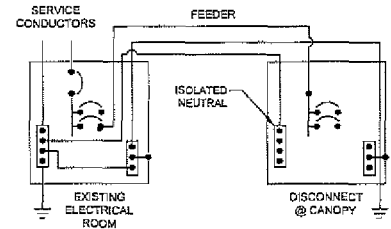
**3 GROUND ROD TEST WELL**

SCALE: NTS



**4 BONDING PLATE**

SCALE: NTS



**6 GROUNDING AND BONDING INSTALLATION DETAIL**

SCALE: NTS

**AVCON, INC.**  
 ENGINEERS & PLANNERS  
 300 BAYSHORE DRIVE SUITE A  
 WILMINGTON, FL 32794-5478  
 OFFICE PHONE (904) 836-8000  
 FAX (904) 836-8000  
 AUTHORIZATION NUMBER: 807  
 CONFIRMATION CERTIFICATE OF  
 AUTHORITY FOR THE STATE OF FLORIDA



FOR INFORMATION ONLY: THIS IS A  
 PRELIMINARY DRAWING. IT IS NOT TO BE  
 USED FOR CONSTRUCTION.  
 AVCON ENGINEERS & PLANNERS, INC.  
 300 BAYSHORE DRIVE SUITE A  
 WILMINGTON, FL 32794-5478  
 PHONE (904) 836-8000  
 FAX (904) 836-8000

SEAN DAY  
 FL LICENSE NO: 80256  
 FBP CERTIFICATE OF  
 AUTHORIZATION NO. 2357

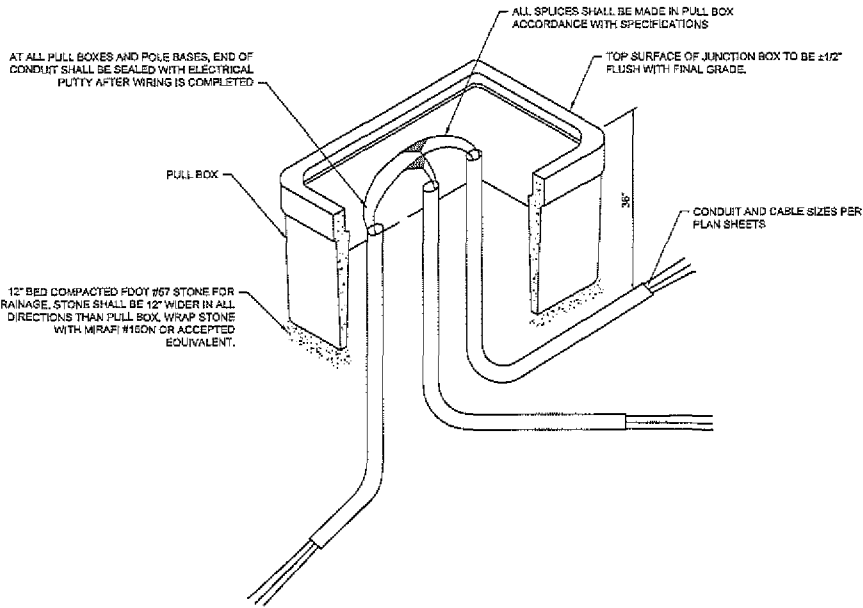
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**INSTALLATION DETAILS**

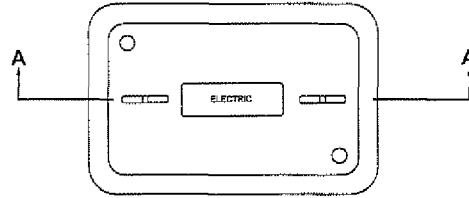
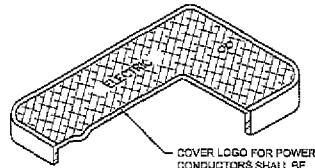
**VPS SECURITY INSPECTION FACILITY**  
 PREPARED FOR  
 DESTIN - FORT WALTON  
 BEACH AIRPORT

DESIGNED BY: J.R.C.  
 DRAWN BY: B.V.H.  
 CHECKED BY: J.R.C.  
 APPROVED BY: V.C.A.  
 PROJECT NO: 2358.0050.A2  
 DATE: OCTOBER 2020

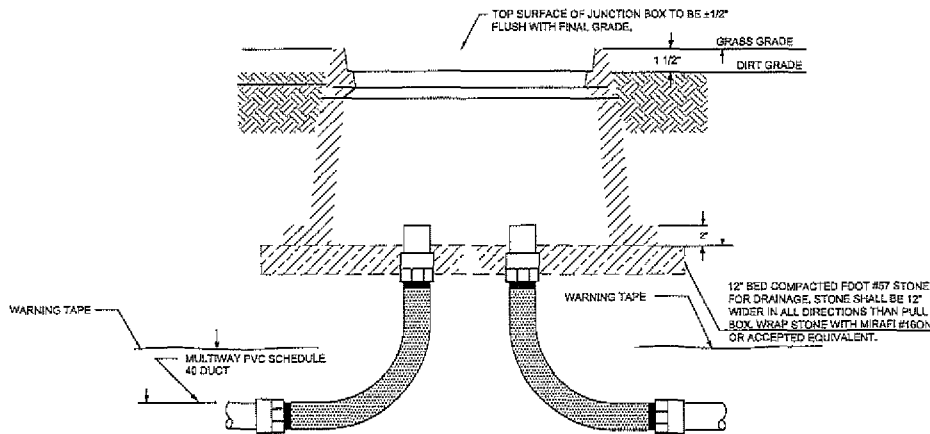
SHEET NUMBER  
**E-8**



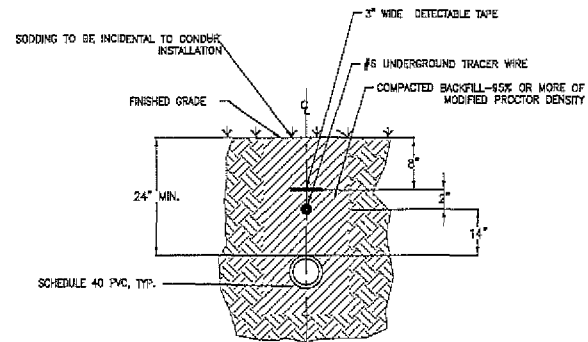
1 ELECTRICAL JUNCTION/PULL BOX  
SCALE: N.T.S.



2 JUNCTION/PULL BOX COVER  
SCALE: N.T.S.



3 SECTION A-A  
SCALE: N.T.S.



4 COMMUNICATION DUCT CROSS SECTION  
SCALE: N.T.S.

**NOTES:**

- BOXES SHALL BE UL LISTED TIER 22 AND SHALL COMPLY WITH ANSI/SCTE 77 2007.

\MAP\PROJECTS\VOL\_1\PROJECTS\SECURITY\SECURITY\FACILITY\CD\A-E & F-10106-2/28/2023 \$10.00 07/ 25/23\_P.E.

**AVCON, INC.**  
 ENGINEERS & PLANNERS  
 100 BAYSHORE DRIVE SUITE A  
 BREVILLE, FL 32816-2425  
 (407) 681-1400  
 FAX: (407) 681-1400  
 CORPORATE IDENTIFICATION NO. 001  
 AUTHORIZED SIGNATURE:



PROJECT NO.	10106
DATE	10/20/23
REVISION	
NO. DATE	
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**INSTALLATION DETAILS**  
 PREPARED FOR  
 VPS SECURITY  
 FACILITY  
 DESTIN - FORT WALTON  
 BEACH AIRPORT

DESIGNED BY: J.R.C.  
 DRAWN BY: B.V.M.  
 CHECKED BY: J.R.C.  
 APPROVED BY: V.C.L.  
 PROJECT NO: 2023.0036.02  
 DATE: OCTOBER 2023

SHEET NUMBER  
**F-9**

NOT FOR CONSTRUCTION





## **ADDENDUM 1**

**01 July 2021**

**ITB AP 40-21**

### **VPS Security Inspection Facility**

Please find attached the Document and information below, for the above referenced Addendum No. 1. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order. The purpose of Addendum No. 1 is to incorporate and publish the following contract clauses and provisions, as referenced herein.

The Purchasing Department has been notified by a contractor that there could be a technical **issue with viewing a readable copy of the design drawings (Sheet numbers C-1 to E-9 )**.

**If you are experiencing a technical issue with viewing a readable copy of the design drawings then take the following actions:**

**1. Open the PDF file of the design drawings with Google Chrome:**

Go to the Okaloosa County Purchasing website at

<http://www.myokaloosa.com/purchasing/home>

Access the link "View Current Solicitations"

Click on blue link for ITB AP 40-21 – VPS Security Inspection Facility

Download the PDF file to your desktop

Right click and open with Google Chrome

Please note that this is a workaround to view legible design drawings (Sheet numbers C-1 to E-9 ) and it may not be effective. You may also attend the non-mandatory pre-bid meeting and receive a hard copy of design drawings. Extra copies will be available at the pre-bid meeting.

**2. Attend the non-mandatory Pre-Bid Conference**, will be conducted at the Destin-Fort Walton Beach Airport, Administration Conference Rooms, 1701 State Road 85 N., Eglin AFB, Florida 32542, **on July 07, 2021 at 2:00 P.M.** (CDST).

You may view a copy of the design drawings (Sheet numbers C-1 to E-9 ) and

take a hard copy with you.

3. If you cannot attend the non-mandatory pre-bid meeting and you would like a hard copies of the design drawings (Sheet numbers C-1 to E-9 ), e-mail [jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com) to set up a time to attain hard copy design drawings. Hard copy design drawings will be available at the Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536.

**Note: The ITB Opening Date & Time remains unchanged.**



## **ADDENDUM 2**

**21 July 2021**

**ITB AP 40-21**

### **VPS Security Inspection Facility**

Please find attached the Document and information below, for the above referenced Addendum No. 2. This Addendum is hereby made a part of the Contract Documents and Specifications of the above referenced project. All other requirements of the original Contract Documents and Specifications shall remain effective in their respective order. The purpose of Addendum No. 2 is to incorporate and publish the pre-bid sign-in sheet, meeting minutes, additional technical specifications and answers to contractor questions prior to the last day for questions, as referenced herein.

**Note: The ITB Opening Date & Time remains unchanged.**

**ADDENDUM NO. 2**

**to the**

**PROJECT DOCUMENTS AND SPECIFICATIONS**

**for**

**DESTIN-FORT WALTON BEACH AIRPORT  
VPS SECURITY INSPECTION FACILITY  
(ITB AP 40-21)**

**Prepared for:**

**OKALOOSA COUNTY**

**Prepared By:**



**320 Bayshore Drive, Suite A  
Niceville, Florida 32578-2425**

**AVCON Project No. 2020.0050.02**

**Addendum Date: July 20, 2021**

Note: The bidder shall acknowledge receipt of this addendum on the Bid Form, Page BF-1 of 6 in the space provided.

**ADDENDUM NO. 2  
DESTIN-FORT WALTON BEACH AIRPORT  
VPS SECURITY INSPECTION FACILITY  
(ITB AP 40-21)**

- Date of Issue:** July 20, 2021
- Bid Submittal Deadline:** Wednesday, July 28, 2021 @ 3:00 p.m. (local time) (unchanged)
- Notice to all Plan Holders:** Please insert this addendum (3 pages including cover, excluding attachments) into your copy of the Project Bid Documents.

The following changes to the Project Documents and Specifications are issued by the Engineer and shall have the same force and effect as though part of the original issue:

**A. Changes to the Project Documents and Specifications:**

1. Table of Contents **REPLACE** Table of Contents, page i, in its entirety, with page i attached as **Attachment A** (1 page) hereto.
2. Specifications **ADD** technical specifications to the Bid Manual identified by bold italics on the Table of Contents and attached as **Attachment B** (99 pages) hereto.

**B. Changes to the Drawings:**

1. Sheet E-8 **REVISE** notes in Detail 2, as follows:
 

*“2 AWG bare solid copper counterpoise over conduits carrying copper conductors. Bond ~~to any nearby metal fencing~~ **the PEMB steel, equipment rack, and electrical disconnect to the counterpoise and ground rod in a new grounding well.**”*

*“2 AWG earth electrode system (EES), extend 3’ beyond perimeter of **equipment rack** concrete pad buried to a depth of 18.”*

2. Sheet E-9 **REVISE** sheet as follows:

**REVISE** Note 1. “Boxes shall be UL Listed Tier ~~22~~ **8** and shall comply with ANSI/SCTE 77 2007.

**ADD** *“Note 2. All Communication pull box lids shall be labeled **“Okaloosa County BCC Fiber.”**”*

**ADD** *“Note 3. All new communication conduit must contain detectable mule/pulling tape 1,250 lb rated with 22 AWG tracer wire. This note supersedes other specifications in the plans and specifications.”*

**C. Additional Information:**

1. Pre-Bid Conference Minutes Please find attached the Pre-Bid Conference minutes attached as **Attachment C** (17 pages) hereto.

2. Responses to Plan Holder Questions      Please find attached responses to questions provided by plan holders attached as **Attachment D** (2 pages) hereto.

**END OF ADDENDUM NO. 2**

TABLE OF CONTENTS

**FRONT END DOCUMENTS**

Respondent’s Acknowledgement  
 Notice to Bidders..... NTB- 1  
 Instructions to Contractors ..... ITC- 1  
 Okaloosa County Standard Clauses..... BOC- 1

**BID DOCUMENTS**

Bid Form ..... BF- 1  
 Bid Schedule ..... BS- 1  
 Bid Affidavit .....BA- 1  
 Bid Bond .....BB- 1  
 Contractor Qualifications & Requirements CQR- 1  
 Form of Non-collusion Affidavit ..... NCA- 1  
 Certification of Non-Segregated Facilities... NSF- 1  
 Sworn Statement Under Section 287.133 (3) (a),  
 Florida Statutes, on Public Entity Crimes SSPEC- 1  
 Certificate as to Corporate Principal .....CCP- 1  
 Certified Copy of Resolution of Board of  
 Directors ..... RBD- 1  
 Conflict of Interest Disclosure Form..... OC- 1  
 Drug-Free Workplace Certification ..... OC- 2  
 Certification of Contractor Regarding Trench  
 Safety ..... OC- 3  
 Indemnification and Hold Harmless..... OC- 4  
 Insurance Compliance ..... OC- 5  
 Affidavit – Worker’s Compensation ..... OC- 6  
 Recycled Content Form ..... OC- 7  
 Disadvantaged Business Enterprise ..... OC- 8  
 DBE Certificate of Compliance Form ..... OC- 9  
 Performance of Work By  
 Subcontractors ..... PWSC- 1  
 E-Verify Compliance Certification .....EVCC- 1  
 Cone of Silence ..... CS- 1  
 Buy American Certificate..... BAC- 1  
 Lobbying – 31 USC 1352 ..... LF- 1  
 Equal Employment Opportunity Report  
 Statement ..... EEOR- 1  
 Vendors on Scrutinized List ..... VSL-1  
 Addendum Acknowledgement Form ..... AA-1  
 Company Data Form..... CD-1  
 System for Award Management Form ..... SAM-1

**CONTRACT FORMS**

Standard Form of Agreement ..... SFA- 1  
 Performance Bond ..... PFBND- 1  
 Payment Bond..... PYBND- 1  
 Contractor’s Release of Liens..... CONRELNS- 1  
 Advertisement of Completion ..... AFC- 1  
 Standard Additional Contract Clauses ..... SACC-1

**GENERAL CONDITIONS ..... GC-1**

**TECHNICAL SPECIFICATIONS**

*Mobilization..... 101- 1*  
*Erosion Control..... 104- 1*  
*Excavation and Embankment ..... 120- 1*  
*Concrete Gutter..... 520- 1*  
*Performance Sod..... 570- 1*  
*Turf Materials ..... 981- 1*  
*Low Voltage Electrical Power*  
*Conductors and Cables .....26 05 19*  
*Grounding and Bonding for Electrical*  
*Systems.....26 05 26*  
*Hangars and Supports for Electrical*  
*Systems.....26 05 29*  
*Conduit for Electrical Systems.....26 05 33.13*  
*Boxes for Electrical Systems.....26 05 33.16*  
*Identification for Electrical Systems .....26 27 53*  
*Panelboards.....26 24 16*  
*Wiring Devices .....26 27 26*

**CONTRACT PLANS**

SECTION 101

MOBILIZATION

**101-1 Description**

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

**101-2 Basis of Payment**

**101-2.1 When a Separate Item is Included in the Proposal:** When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the Contract lump sum price for the item of Mobilization.

Payment will be made under:

*No separate pay items for this section. Project is to be bid Lump Sum.*

**101-2.2 Partial Payments:** When the proposal includes a separate pay item for Mobilization and the Notice to Proceed has been issued, partial payments will be made in accordance with the following:

For contracts of 120 contract days duration or less, partial payment will be made at 50% of the bid price per month for the first two months.

For contracts in excess of 120 contract days duration, partial payment will be made at 25% of the bid price per month for the first four months. In no event shall more than 50% of the bid price be paid prior to commencing construction on the project site.

Total partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the Contract.

Retainage, as specified in 9-5, will be applied to all partial payments.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

**101-2.3 When No Separate Item is Included in the Proposal:** When the proposal does not include a separate item for Mobilization, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.

END OF SECTION 101



**SECTION 104**

**PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION**

**104-1 Description.**

Provide erosion control measures where work is accomplished in conjunction with the project, to prevent erosion, pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project.

**104-2 General.**

Coordinate the installation of temporary erosion control devices with the construction of the permanent erosion control devices to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

**104-3 Control of Contractor's Operations Which May Result in Water Pollution.**

Prevent contaminants, pollutants or hazardous substances, as defined in Section 376.301, Florida Statutes, from migrating from the construction site or from materials and equipment into any surface waters, wetlands, groundwater or property beyond the project limits. Conduct and schedule operations to avoid and minimize pollution or siltation from the project to surface waters, wetlands, groundwater, or property beyond the project limits.

Do not drive in, operate, or place construction equipment or materials in surface waters, wetlands, groundwater, or property beyond the project limits without permitted authority for permanent or temporary impacts. Water crossings or other wetlands impacts must be authorized by permit. Obstructing or impeding the water flow or movement of the water or wildlife must be authorized by permit.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge from the project: pumping into grassed swales or appropriate upland vegetated areas or constructed sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not practical. Do not discharge, water that does not meet State water quality standards or does not meet the criteria specified in any applicable permit.

Remove sediment accumulated during construction from all existing or newly constructed stormwater facilities prior to final acceptance. Ensure that all stormwater conveyances and stormwater facilities meet final grade requirements at final acceptance. Remove silt or regrade as necessary to comply with the lines and grades shown in the Plans.

Do not enter onto lands or waters outside the limits of construction as staked, except as authorized by the Engineer. Do not allow water that does not meet state water quality standards or does not meet the permitted criteria to exit the project limits.

Obtain the Engineer's approval for the location and method of operation in borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in detrimental siltation or water pollution.

**104-4 Materials for Temporary Erosion Control.**

The Engineer will not require testing of materials used in construction of temporary erosion control devices other than as provided for geotextile fabric in 985-3 unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

**104-5 Preconstruction Requirements.**

Prior to the Preconstruction Conference, submit an Erosion and Sediment Control Plan meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project's Erosion and Sediment Control Plan will be governed by 7-1.1, 7-2.2, 7-8.1, 7-8.2, and Section 104.

When a DEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities permit is issued, the Contractor's Erosion and Sediment Control Plan shall be prepared to accompany the Department's Stormwater Pollution Prevention Plan. Ensure the Erosion and Sediment Control Plan includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. Do not begin any soil disturbing activities before receiving the Engineer's written approval of the Erosion and Sediment Control Plan, including the required signed certification statements.

Failure to sign and submit any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements is considered a violation of the DEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

Prepare a site-specific Erosion and Sediment Control Plan in accordance with the planned sequence of operations and present it in a format acceptable to the Department. The Erosion and Sediment Control Plan shall describe, but not be limited to, the following items or activities:

1. For each phase of construction operations or activities, supply the following information:
  - a. Locations of all erosion control devices
  - b. Types of all erosion control devices
  - c. Estimated time erosion control devices will be in operation
  - d. Monitoring schedules for maintenance of erosion control devices
  - e. Methods of maintaining erosion control devices
  - f. Dewatering plan
  - g. Locations of all stored fuel or other containments, pollutants or hazardous waste
  - h. Spill prevention and response measures and disposal and removal methods
  - i. Submit any changes to the Erosion and Sediment Control Plan within seven calendar days
2. The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.
3. Submit for approval the Erosion and Sediment Control Plans meeting paragraphs 3a, 3b, or 3c below:

- a. Projects permitted by the Southwest Florida Water Management District (SWFWMD), require the following:

Submit the Erosion and Sediment Control Plan to the Engineer for review and to the appropriate SWFWMD Office for review and approval. Include the SWFWMD permit number on all submitted data or correspondence.

The Contractor may schedule a meeting with the appropriate SWFWMD Office to discuss the Erosion and Sediment Control Plan in detail, to expedite the review and approval process. Advise the Engineer of the time and place of any meetings scheduled with SWFWMD.

Do not begin construction activities until the Erosion and Sediment Control Plan receives written approval from both SWFWMD and the Engineer.

- b. Projects permitted by the South Florida Water Management District or the St. Johns River Water Management District, require the following:

Obtain the Engineer's approval of the Erosion and Sediment Control Plan.

Do not begin construction activities until the Erosion and Sediment Control Plan receives written approval from the Engineer.

- c. Projects authorized by permitting agencies other than the Water Management Districts or projects for which no permits are required require the following:

The Engineer will review and approve the Contractor's Erosion and Sediment Erosion Control Plan.

Do not begin construction activities until the Erosion and Sediment Control Plan receives written approval from the Engineer.

**104-6 Construction Requirements.**

**104-6.1 Limitation of Exposure of Erodible Earth:** Do not allow the surface area of erodible earth that clearing and grubbing operations, excavation and filling operations, or other earth disturbing activities to exceed 750,000 square feet without specific prior written approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

The Engineer may further limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide additional erosion or pollution control measures to prevent contamination of any surface waters, wetlands, or groundwater or to prevent detrimental effects on property outside the project limits or damage to the project.

**104-6.2 Incorporation of Erosion and Sediment Control Devices:** Incorporate permanent erosion and sediment control devices into the project at the earliest practical time. Complete the installation of temporary erosion and sediment control devices prior to the commencement of any earthwork. Use temporary erosion and sediment control devices found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to control erosion and sediment generated by construction operations, to correct unforeseen conditions during construction, and to control

erosion and sediment prior to the incorporation of permanent erosion and sediment control devices. An electronic version of the E&SC Manual can be found at the following URL:  
<https://www.fdot.gov/programmanagement/Implemented/URLinSpecs/FLERosionSedimentManual.shtm>

**104-6.3 Scheduling of Successive Operations:** Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing such that grading operations can be incorporated immediately thereafter. Schedule and perform grading operations so that permanent erosion control devices can follow immediately thereafter if conditions on the project permit.

**104-6.4 Details for Temporary Erosion and Sediment Control Devices:**

**104-6.4.1 General:** Use temporary erosion, sediment and water pollution control devices found in the E&SC Manual. These devices consist of, but are not limited to, temporary sod, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, turbidity barriers, and chemical treatment. For design details for some of these devices, refer to the E&SC Manual. Perform installation, inspection, maintenance, and removal of all temporary erosion and sediment control devices in accordance with applicable permits, manufacturer's directions, and the Contract Documents.

**104-6.4.2 Temporary Sod:** The Engineer may designate certain areas of sod constructed in accordance with Section 570, as a temporary erosion control device. Do not use seed as a temporary erosion control device. The Engineer may waive the turf establishment requirements of Section 570 for areas of temporary sod that will not be a part of the permanent construction.

**104-6.4.3 Runoff Control Structures:** Construct runoff control structures in accordance with the details shown in the Contract Documents.

**104-6.4.4 Sediment Containment Systems:** Construct sediment containment systems in accordance with the details shown in the Contract Documents. Clean out sediment containment systems as necessary in accordance with the Contract Documents.

**104-6.4.5 Sediment Barriers:** Provide and install sediment barriers according to details shown in the Contract Documents or, as directed by the Engineer to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the project as approved by the Engineer.

**104-6.4.6 Silt Fence:**

**104-6.4.6.1 General:** Furnish, install, maintain, and remove silt fences, in accordance with the applicable permits, the manufacturer's directions, and the Contract Documents.

**104-6.4.6.2 Materials and Installation:** Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of Section 985 according to those applications for erosion control.

Choose the type and size of posts and wire mesh reinforcement (if required). Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment in accordance with the Contract Documents.

Erect silt fence at upland locations and at temporary locations shown in the Contract Documents or where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by the Engineer.

**104-6.4.6.3 Inspection and Maintenance:** Inspect all silt fences in accordance with any applicable permit. If the project does not have a permit, inspect within 24 hours after each rain event and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, repair or replace silt fences in accordance with the Contract Documents or as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately 1/2 the height of the silt fence or as directed by the Engineer. Shape any remaining sediment deposits to conform with the finished grade and prepare the area for turf in accordance with Section 570.

**104-6.4.7 Floating Turbidity Barriers and Staked Turbidity Barriers:** Furnish, install, maintain, and remove floating turbidity barriers in accordance with the applicable permits, the manufacturer's directions, and the Contract Documents. The Contractor may need to deploy turbidity barriers around isolated areas of concern (such as, seagrass beds, coral communities) both within as well as outside the project limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Ensure that the type of barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the project. The Engineer may approve alternate methods or materials.

Install and maintain turbidity barriers to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where the floating barriers are installed.

**104-6.4.8 Inlet Protection System:** Furnish and install inlet protection systems as shown in the Contract Documents.

**104-6.4.9 Rolled Erosion Control Products (RECPs):**

**104-6.4.9.1 General:** Install RECPs in locations where temporary protection from erosion is needed. Two common applications are described below.

1. Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.
2. Use RECPs as erosion control blankets, at locations shown in the Plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control

blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Submit to the Engineer, certified test reports from the manufacturer showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested, by a person having legal authority to bind the manufacturing company. Also, furnish two 4 by 8 inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

**104-6.4.10 Chemical Treatment:** Provide chemical treatment in accordance with the Contract Documents. Chemical treatment may be used to clarify turbid or sediment laden water that does not meet state water quality standards or to supplement other erosion and sediment control devices to aid in their performance. The contractor must provide the required toxicity testing information in accordance with the Contract Documents to the Engineer for review and acceptance prior to using any chemical treatment on the project site.

**104-6.5 Removal of Temporary Erosion Control Devices:** In general, remove or incorporate into the soil any temporary erosion control devices upon incorporation of the permanent erosion control devices into the project. The Engineer may direct that temporary devices be left in place.

#### **104-7 Maintenance of Erosion and Sediment Control Devices.**

**104-7.1 General:** Provide routine maintenance of permanent and temporary erosion and sediment control devices, at no expense to the Department, until the project is complete and accepted. If reconstruction or replacement of erosion and sediment control devices is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control devices, improper installation, lack of maintenance, excessive wear, design-life exceedance or failure by the Contractor to install permanent erosion control devices as scheduled, the Contractor shall repair or replace such erosion control devices at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control devices is necessary due to factors beyond the control of the Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.

Inspect all erosion and sediment control devices at least once every seven calendar days and within 24 hours of the end of a storm event that is 0.50 inches or greater. Maintain all erosion and sediment control devices as required in the Stormwater Pollution Prevention Plan, the Contractor's Erosion and Sediment Control Plan, and if applicable, as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

#### **104-8 Protection During Suspension of Contract Time.**

Initiate stabilization measures within seven calendar days upon suspension of construction activities. If it is necessary to suspend the construction operations for any appreciable length of time, shape the disturbed areas to facilitate stormwater runoff and construct earthen berms along the top edges of embankments to intercept stormwater runoff. Provide temporary slope drains in areas that are highly erodible to avoid pollution of surface waters, wetlands, groundwater, or property beyond the project limits. Locate slope drains at intervals of approximately 500 feet and stabilize by paving or covering with waterproof materials. Should such preventive measures fail, immediately take action as necessary to

effectively prevent erosion and siltation. During suspension of operations, the Engineer may direct the Contractor to perform additional erosion and sediment control work as necessary.

**104-9 Method of Measurement.**

*No separate method of measurement shall be applied. Project is to be bid Lump Sum.*

**104-10 Basis of Payment.**

*No separate pay Items for this section. Project is to be bid Lump Sum.*

END OF SECTION 104

SECTION 120

EXCAVATION AND EMBANKMENT

**120-1 120-1 Description.**

**120-1.1 General:** Excavate and construct embankments as required for the roadway, ditches, channel changes and borrow material. Use suitable excavated material or authorized borrow to prepare subgrades and foundations. Construct embankments in accordance with Standard Plans, Index 120-001. Compact and dress excavated areas and embankments.

Meet the requirements of Section 110 for excavation of material for clearing and grubbing and Section 125 for excavation and backfilling of structures and pipe. Material displaced by the storm sewer or drainage structure system is not included in the earthwork quantities shown in the Plans.

**120-1.2 Unidentified Areas of Contamination:** When encountering or exposing any abnormal condition indicating the presence of contaminated materials, cease operations immediately in the vicinity and notify the Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate the presence of contaminated materials and must be treated with extreme caution.

Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Ensure provisions adhere to all applicable laws, rules or regulations covering potentially hazardous conditions and will be in a manner commensurate with the gravity of the conditions.

The Engineer may grant the Contract Time extensions according to the provisions of 8-7.3.2.

The Engineer will direct the Prime Contractor when operations may resume in the affected area.

**120-2 Classifications of Excavation.**

**120-2.1 General:** The Owner may classify excavation specified under this Section for payment as any of the following: regular excavation, subsoil excavation, lateral ditch excavation, and channel excavation.

If the proposal does not show subsoil excavation or lateral ditch excavation as separate items of payment, include such excavation under the item of regular excavation.

If the proposal shows lateral ditch excavation as a separate item of payment, but does not show channel excavation as a separate item of payment, include such excavation under the item of lateral ditch excavation. Otherwise, include channel excavation under the item of regular excavation.

**120-2.2 Regular Excavation:** Regular excavation includes roadway excavation and borrow excavation, as defined below for each.

**120-2.2.1 Roadway Excavation:** Roadway excavation consists of the excavation and the utilization or disposal of all materials necessary for the construction of the roadway, ditches,



channel changes, etc., except as may be specifically shown to be paid for separately and that portion of the lateral ditches within the limits of the roadway right-of-way as shown in the Plans.

**120-2.2.2 Borrow Excavation:** Borrow excavation consists of the excavation and utilization of material from authorized borrow pits, including only material that is suitable for the construction of roadway embankments or of other embankments covered by the Contract.

A Cost Savings Initiative Proposal (CSIP) submittal based on using borrow material from within the project limits will not be considered.

**120-2.3 Subsoil Excavation:** Subsoil excavation consists of the excavation and disposal of muck, clay, rock, or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, consider the finished grading template as the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, consider the finished grading template as the finished shoulder and slope lines and bottom of completed base or rigid pavement. For pond and ditches that identify the placement of a blanket material, consider the finished grading template as the bottom of the blanket material. Subsoil excavation also consists of the excavation of all suitable material within the above limits as necessary to excavate the unsuitable material. Consider the limits of subsoil excavation indicated in the Plans as being particularly variable, in accordance with the field conditions actually encountered.

The quantity of material required to replace the excavated material and to raise the elevation of the roadway to the bottom of the template will be paid for under embankment or borrow excavation (Truck Measure).

**120-2.4 Lateral Ditch Excavation:** Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the Plans.

**120-2.5 Channel Excavation:** Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the Plans.

### **120-3 Preliminary Soils Investigations.**

When the Plans contain the results of a soil survey, do not assume such data is a guarantee of the depth, extent, or character of material present.

### **120-4 Removal of Unsuitable Materials and Existing Roads.**

**120-4.1 Subsoil Excavation:** Where muck, rock, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of plus or minus 0.2 feet in depth and plus or minus 6 inches (each side) in width.

**120-4.2 Construction over Existing Old Road:** Where a new roadway is to be constructed over an old one, plow or scarify the old road, and break it up full width, regardless of height of fill. If the Plans provide that paving materials may be incorporated into the fill, distribute such material in a manner so as not to create voids. Recompact the old road meeting the requirements of 120-10.2.

**120-4.3 Obliterating Old Road:** Where the Plans call for obliteration of portions of an old road outside of the proposed new roadway, obliterate such sections of the old road by grading to fill ditches and to restore approximately the original contour of the ground or a contour which produces a pleasing appearance.

**120-5 Disposal of Surplus and Unsuitable Material.**

**120-5.1 Ownership of Excavated Materials:** Dispose of surplus and excavated materials as shown in the Plans or, if the Plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

**120-5.2 Disposal of Muck on Side Slopes:** As an exception to the provisions of 120-5. 1, when approved by the Engineer, in rural undeveloped areas, the Contractor may place muck (A-8 material) on the slopes, or store it alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the Contractor dresses the muck to present a neat appearance. In addition, the Contractor may also dispose of this material by placing it on the slopes in developed areas where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

**120-5.3 Disposal of Paving Materials:** Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-ofway. If the materials are to remain the property of the Owner, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

**120-5.4 Disposal Areas:** Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation. Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any State maintained road. If the materials are buried, disregard the 300 foot limitation.

**120-6 Borrow.**

**120-6.1 Materials for Borrow:** Do not open borrow pits until the Engineer has approved their location.

Do not provide borrow materials that are polluted as defined in Chapter 376 of the Florida Statutes (oil of any kind and in any form, gasoline, pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas) in concentrations above any local, State, or Federal standards.

Prior to placing any borrow material that is the product of soil incineration, provide the Engineer with a copy of the Certificate of Materials Recycling and Post Burn Analysis showing that the material is below all allowable pollutant concentrations.

**120-6.2 Furnishing of Borrow Areas:** To obtain the Engineer's approval to use an offsite construction activity area that involves excavation such as a borrow pit or local aggregate pit, request in writing, a review for -cultural resources involvement. Send the request to the Division of Historical Resources (DHR), Department of State, State Historic Preservation Officer, Tallahassee, FL. As a minimum, include in the request the Project Identification Number, the County, a description of the property with Township, Range, Section, etc., the dimensions of the area to be affected, and a location map. Do not start any work at the off-site construction activity area prior to receiving clearance from the DHR that no additional research is warranted.

For certain locations, the DHR will require a Cultural Resources Assessment (CRA) Survey before approval can be granted. When this is required, secure professional archaeological services to complete an historical and archaeological survey report. Submit the report to the DHR and to the Owner. The Engineer will determine final approval or rejection of off-site construction activity areas based on input from the DHR.

Before receiving approval or before use of borrow areas, obtain written clearance from the Engineer concerning compliance with the Federal Endangered Species Act and other Wildlife Regulations as specified in 7-1.4 and Section 4(f) of the USDOT Act as specified in 71.8.

The Owner will adjust Contract Time in accordance with 8-7 for any suspension of operations required to comply with this Article. The Owner will not accept any monetary claims due to delays or loss of off-site construction activity areas.

Except where the Plans specifically call for the use of a particular borrow or dredging area, the Contractor may substitute borrow or dredging areas of his own choosing provided the Engineer determines the materials from such areas meet the Owner's standards and other requirements for stability for use in the particular sections of the work in which it is to be placed, and the Contractor absorbs any increase in hauling or other costs. Stake the corners of the proposed borrow area and provide the necessary equipment along with an operator in order for the Engineer to investigate the borrow area. The Engineer will determine test locations, collect samples, and perform tests to investigate the proposed borrow area based on soil strata and required soil properties. The Engineer will approve use of materials from the proposed area based on test results and project requirements. Final acceptance of materials will be based on Point of Use Test as described in 6-1.2.4.

Before using any borrow material from any substitute areas, obtain the Engineer's approval, in writing, for the use of the particular areas, and, where applicable, ensure that the Engineer has cross-sectioned the surface. Upon such written approval by the Engineer, consider the substitute areas as designated borrow areas.

When furnishing the dredging or borrow areas, supply the Owner with evidence that the necessary permits, rights, or waivers for the use of such areas have been secured.

Do not excavate any part of a Contractor furnished borrow area which is less than 300 feet from the right-of-way of the project or any State Road until the Engineer has approved a plan for landscaping and restoring the disturbed area. Perform this landscaping and land restoration at no expense to the Owner, prior to final acceptance of the project. Do not provide a borrow area closer than 25 feet to the right-of-way of any state road. In Owner furnished borrow pits, do not excavate material within 5 feet of adjacent property lines.

Upon completion of excavation, neatly shape, dress, grass, vegetate, landscape, and drain all exposed areas including haul roads, as necessary so as not to present an objectionable appearance.

Meet the requirements of Section 104 when furnishing borrow areas, regardless of location.

**120-6.3 Borrow Material for Shoulder Build-up:** When so indicated in the Plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile. Include all costs of providing a material with the required bearing value in the Contract unit price for borrow material.

**120-6.4 Haul Routes for Borrow Pits:** Provide and maintain, at no expense to the Owner, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

**120-6.5 Authorization for Use of Borrow:** When the item of borrow excavation is included in the Contract, use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

#### **120-7 Materials for Embankment.**

**120-7.1 Use of Materials Excavated from the Roadway and Appurtenances:** Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

**120-7.2 General Requirements for Embankment Materials:** Construct embankments of acceptable material including reclaimed asphalt pavement (RAP), recycled concrete aggregate (RCA) and portland cement concrete rubble, but containing no muck, stumps, roots, brush, vegetable matter, rubbish, reinforcement bar or other material that does not compact into a suitable and enduring roadbed. Do not use RAP or RCA in the top 3 feet of slopes and shoulders that are to be grassed or have other type of vegetation established. Do not use RAP or RCA in stormwater management facility fill slopes.

Remove all waste material designated as undesirable. Use material in embankment construction in accordance with plan details or as the Engineer directs.

Complete the embankment using maximum particle sizes (in any dimension) as follows:

1. In top 12 inches: 3-1/2 inches (in any dimension).
2. 12 to 24 inches: 6 inches (in any dimension).

3. In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-9.2.

When and where approved by the Engineer, the Contractor may place larger rocks (not to exceed 18 inches in any dimension) outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Construct grassed embankment areas in accordance with 120-9.2.5. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3-1/2 inches in diameter within 3 feet of the location of any end-bent piling.

**120-7.3 Materials Used at Pipes, Culverts, etc.:** Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

#### **120-8 Embankment Construction.**

**120-8.1 General:** Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment. Do not construct another LOT over an untested LOT without the Engineer's approval in writing.

For construction of mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems, a LOT is defined as a single lift of finished embankment not to exceed 500 feet.

For construction of shoulder-only areas, shared use paths, and sidewalks areas, a LOT is defined as a single lift of finished embankment not to exceed 2000 feet.

Isolated compaction operations will be considered as separate LOTs. For multiple phase construction, a LOT shall not extend beyond the limits of the phase.

#### **120-8.2 Dry Fill Method:**

**120-8.2.1 General:** Construct embankments to meet the compaction requirements in 120-9 and in accordance with the acceptance program requirements in 120-10.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment using the dry fill method whenever normal dewatering equipment and methods can accomplish the needed dewatering.

**120-8.2.1.1 Maximum Compacted Lift Thickness Requirements:** Construct the embankment in successive layers with lifts up to a maximum listed in the table below based on the embankment material classification group.

Group	AASHTO Soil Class	Maximum Lift Thickness	Thick Lift Control Test Section Requirements
1	A-3	12 inches	Not Needed
	A-2-4 (No. 200 Sieve ≤ 15%)		
2	A-1	6 inches without Control Test Section	Maximum of 12 inches per 120-8.2.1.2
	A-2-4 (No. 200 Sieve > 15%)		
	A-2-5, A-2-6, A-2-7, A-4, A-5, A-6		
	A-7 (Liquid Limit <50)		

**120-8.2.1.2 Thick Lift Requirements:** For embankment materials classified as Group 2 in the table above, the option to perform thick lift construction in successive layers of not more than 12 inches compacted thickness may be used after meeting the following requirements:

1. Notify the Engineer and obtain approval in writing prior to beginning construction of a test section.
  - a. Demonstrate the possession and control of compacting equipment sufficient to achieve density required by 120-10.2 for the full depth of a thicker lift.
2. Construct a test section of the length of one full LOT of not less than 500 feet.
3. Perform five Quality Control (QC) tests at random locations within the test section.
  - a. All five QC tests and must meet the density required by 120-10.2.
  - b. Identify the test section with the compaction effort and soil classification.
4. Obtain Engineer's approval in writing for the compaction effort after completing a successful test section.

In case of a change in compaction effort or soil classification, failing QC test or when the QC tests cannot be verified, construct a new test section. The Contractor may elect to place material in 6 inches compacted thickness at any time. Construct all layers approximately parallel to the centerline profile of the road.

The Engineer reserves the right to terminate the Contractor's use of thick lift construction. Whenever the Engineer determines that the Contractor is not achieving satisfactory results, revert to the 6 inch compacted lifts.

**120-8.2.1.3 Equipment and Methods:** Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or on low swampy ground in accordance with 120-9.2.3.

**120-8.2.2 Placing in Unstable Areas:** When depositing fill material in water, or on low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-9.2.2.

**120-8.2.3 Placing on Steep Slopes:** When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut steps into the surface of the original ground on which the embankment is to be placed.

**120-8.2.4 Placing Outside the Standard Minimum Slope:** The standard minimum slope is defined as the plane described by a one (vertical) to two (horizontal) slope downward from the roadway shoulder point or the gutter line, in accordance with Standard Plans, Index 120-001 and 120-002. Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope, place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

**120-8.3 Hydraulic Method:**

**120-8.3.1 Method of Placing:** When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is reworked, or moved and placed in its final position by any other method, as specified in 120-9.2. Baffles or any other form of construction may be used if the slopes of the embankments are not steeper than indicated in the Plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact all voids. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

**120-8.3.2 Excess Material:** Do not use any excess material placed outside the prescribed slopes or below the normal high-water table to raise the fill areas. Remove only the portion of this material required for dressing the slopes.

**120-8.3.3 Protection of Openings in Embankment:** Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same existing channel depth as before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

**120-8.4 Reclaimed Asphalt Pavement (RAP) Method:**

**120-8.4.1 General:** Use only RAP material stored at facilities with an approved Florida Department of Environmental Protection Stormwater permit or, transferred directly from a milling project to the Owner project. Certify the source if RAP material is from an identifiable Department project. Do not use RAP material in the following areas: construction areas that are below the seasonal high groundwater table elevation; MSE Wall backfill; underneath MSE Walls or the top 6 inches of embankment.

Prior to placement, submit documentation to the Engineer for his approval, outlining the proposed location of the RAP material.

**120-8.4.2 Soil and RAP Mixture:** Place the RAP material at the location and spread uniformly, using approved methods to obtain a maximum layer thickness of 4 inches. Mix this 4 inches maximum layer of RAP with a loose soil layer 8 to 10 inches thick. After mixing, meet all embankment utilization requirements of Standard Plans, Index 120-001 for the location used. The total RAP and other embankment material shall not exceed 12 inches per lift after mixing and compaction if the contractor can demonstrate that the density of the mixture can be achieved. Perform mixing using rotary tillers or other equipment meeting the approval of the Engineer. The Engineer will determine the order in which to spread the two materials. Mix both materials to the full depth. Ensure that the finished layer will have the thickness and shape required by the typical section. Demonstrate the feasibility of this construction method by successfully completing a 500 foot long test section.

**120-8.4.3 Alternate Soil and RAP Layer Construction:** Construct soil in 6 to 12 inch compacted lifts and RAP in alternate layers with 6 inch maximum compacted lifts. Use soil with a minimum LBR value of 40 to prevent failure during compaction of the overlying RAP layer. Demonstrate the feasibility of this construction method by successfully completing a 500 foot long test section.

#### **120-9 Compaction Requirements.**

**120-9.1 Moisture Content:** Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

#### **120-9.2 Compaction of Embankments:**

**120-9.2.1 General:** Uniformly compact each layer, using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

**120-9.2.2 Compaction Over Unstable Foundations:** Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-8.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-10.2.

**120-9.2.3 Compaction Where Plastic Material Has Been Removed:** Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups (see AASHTO M145), as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

**120-9.2.4 Compaction of Grassed Shoulder Areas:** For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.



**120-9.2.5 Compaction of Grassed Embankment Areas:** Do not compact the outer layers of any embankments where plant growth will be established. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations. Do not place RAP or RAP blended material within the top 12 inches of areas to be grassed.

**120-9.3 Compaction for Pipes, Culverts, etc.:** Compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of 125-9.2.

Thoroughly compact embankments over and around pipes, culverts, and bridges in a manner which will not place undue stress on the structures, and in accordance with the requirements of 125-9.2.

**120-9.4 Compaction of Subgrade:** If the Plans do not provide for stabilizing, compact the subgrade as defined in 1-3 in both cuts and fills, to the density specified in 120-10.2. For cut areas, determine Standard Proctor Maximum Density in accordance with FM 1-T099 at a frequency of one per mile or when there is a change in soil type, whichever occurs first. For undisturbed soils, do not apply density requirements where constructing paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

## **120-10 Acceptance Program.**

### **120-10.1 General Requirements:**

**120-10.1.1 Initial Equipment Comparison:** Before initial production, perform an initial nuclear moisture density gauge comparison with the Verification and Independent Assurance (IA) gauges. When comparing the computed dry density of one nuclear gauge to a second gauge, three sets of calculations must be performed (IA to QC, IA to Verification, and QC to Verification). Ensure that the difference between any two computed dry densities does not exceed 2 lb/ft<sup>3</sup> between gauges from the same manufacturer, and 3 lb/ft<sup>3</sup> between gauges from different manufacturers. Repair or replace any gauge that does not compare favorably with the IA gauge.

Perform a comparison analysis between the QC nuclear gauge and the Verification nuclear gauge any time a nuclear gauge or repaired nuclear gauge is first brought to the project. Repair and replace any QC gauge that does not compare favorably with the Verification gauge at any time during the remainder of the project. Calibrate all QC gauges annually.

**120-10.1.2 Initial Production LOT:** Before construction of any production LOT, prepare a 500 foot initial control section consisting of one full LOT. Notify the Engineer in writing at least 24 hours prior to production of the initial control section. Perform all QC tests required in 120-10.1.4. When the initial QC test results pass specifications, the Engineer will perform a Verification test to verify compliance with the specifications. Do not begin constructing another LOT until successfully completing the initial production LOT. The Engineer will notify the Contractor in writing of the initial production LOT approval within three working days after receiving the Contractor's QC data when test results meet the following conditions:

1. QC and Verification tests must meet the density requirements.
2. Difference between QC and Verification computed dry density results shall meet the requirements of 120-10.1.1.

If Verification test result fails the density requirements of 120-10.2, correct the areas of non-compliance. The QC and Verification tests will then be repeated.

**120-10.1.3 Density over 105%:** When a QC computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform an Independent Verification (IV) density test within 5 feet. If the IV density results in a value greater than 105%, the Engineer will investigate the compaction methods, examine the applicable Standard Proctor Maximum Density and material description. The Engineer may collect and test an IV Standard Proctor Maximum Density sample for acceptance in accordance with the criteria of 120-10.2.

**120-10.1.4 Quality Control (QC) Tests:**

**120-10.1.4.1 Standard Proctor Maximum Density Determination:** Determine the QC standard Proctor maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-10.2.

**120-10.1.4.2 Density Testing Requirements:** Ensure compliance to the requirements of 120-10.2 by Nuclear Density testing in accordance with FM 1-T238. Determine the in-place moisture content for each density test. Use FM 1-T238, FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D4643 (Laboratory Determination of Moisture Content of Granular Soils by use of a Microwave Oven) for moisture determination.

**120-10.1.4.3 Soil Classification:** Perform soil classification tests on the sample collected in 120-10.1.4.1, in accordance with AASHTO T88, T89, T90, and FM 1-T267. Classify soils in accordance with AASHTO M145 in order to determine compliance with embankment utilization requirements as specified in Standard Plans, Index 120-001.

**120-10.1.5 Owner Verification:** The Engineer will conduct Verification tests in order to accept all materials and work associated with 120-10.1.4. The Engineer will verify the QC results if they meet the Verification Comparison Criteria, otherwise the Engineer will implement Resolution procedures.

The Engineer will select test locations, including Station, Offset, and Lift, using a random number generator, based on the LOTs under consideration. Each Verification test evaluates all work represented by the QC testing completed in those LOTs.

In addition to the Verification testing, the Engineer may perform additional Independent Verification (IV) testing. The Engineer will evaluate and act upon the IV test results in the same manner as Verification test results.

When the project requires less than four QC tests per material type, the Engineer reserves the right to accept the materials and work through visual inspection.

**120-10.1.6 Reduced Testing Frequency:** Obtain the Engineer’s written approval for the option to reduce density testing frequency to one test every two LOTs if Resolution testing was not required for 12 consecutive verified LOTs, or if Resolution testing was required, but the QC test data was upheld and all substantiating tests are recorded in the Earthwork Records System (ERS).

Generate random numbers based on the two LOTs under consideration. When QC test frequency is reduced to one every two LOTs, obtain the Engineer’s approval to place more than one LOT over an untested LOT. Assure similar compaction efforts for the untested LOTs. If the Verification test fails, and QC test data is not upheld by Resolution testing, the QC testing will revert to the original frequency of one QC test per LOT. Do not apply reduced testing frequency in construction of shoulder-only areas, shared use paths, sidewalks, and first and last lift.

**120-10.1.7 Payment for Resolution Tests:** If the Resolution laboratory results compare favorably with the QC results, the Owner will pay for Resolution testing. No additional compensation, either monetary or time, will be made for the impacts of any such testing.

If the Resolution laboratory results do not compare favorably with the QC results, the costs of the Resolution testing will be deducted from monthly estimates. No additional time will be granted for the impacts of any such testing.

**120-10.2 Acceptance Criteria:** Obtain a minimum QC density of 100% of the standard Proctor maximum density as determined by FM 1-T099, Method C, with the following exceptions: embankment constructed by the hydraulic method as specified in 120-8.3; material placed outside the standard minimum slope as specified in 120-8.2.4 except when a structure is supported on existing embankment; and, other areas specifically excluded herein.

**120-10.3 Additional Requirements:**

**120-10.3.1 Frequency:** Conduct QC sampling and testing at a minimum frequency listed in the table below. The Engineer will perform Verification sampling and tests at a minimum frequency listed in the table below.

Test Name	Quality Control	Verification	Verification of Shoulder-Only Areas, Shared Use Paths, and Sidewalks
Standard Proctor Maximum Density	One per soil type	One per soil type	One per soil type
Density	One per LOT	One per four LOTS and for wet conditions, the first lift not affected by water	One per two LOTs
Soil Classification and Organic Content	One per Standard Proctor Maximum Density	One per Standard Proctor Maximum Density	One per Standard Proctor Maximum Density

**120-10.3.2 Test Selection and Reporting:** Determine test locations including stations and offsets, using the random number generator approved by the Engineer. Do not use notepads or worksheets to record data for later transfer to the Density Log Book. Notify the Engineer upon successful completion of QC testing on each LOT prior to placing another lift on top.

**120-10.4 Verification Comparison Criteria and Resolution Procedures:**

**120-10.4.1 Standard Proctor Maximum Density Determination:** The Engineer will verify the QC results if the results compare within 4.5 lb/ft<sup>3</sup> of the Verification test result. Otherwise, the Engineer will take one additional sample of material from the soil type in question. The State Materials Office (SMO) or an AASHTO accredited laboratory designated by the SMO will perform Resolution testing. The material will be sampled and tested in accordance with FM 1-T099, Method C.

The Engineer will compare the Resolution test results with the QC test results. If all Resolution test results are within 4.5 lb/ft<sup>3</sup> of the corresponding QC test results, the Engineer will use the QC test results for material acceptance purposes for each LOT with that soil type. If the Resolution test result is not within 4.5 lb/ft<sup>3</sup> of the Contractor's QC test, the Verification test result will be used for material acceptance purposes.

**120-10.4.2 Density Testing:** When a Verification or IV density test fails the acceptance criteria, retest the site within a 5 foot radius and the following actions will be taken:

1. If the QC retest meets the acceptance criteria and meets the 12010.1.1 criteria when compared with the Verification or IV test, the Engineer will accept those LOTs.
2. If the QC retest does not meet the acceptance criteria and compares favorably with the Verification or IV test, rework and retest the LOT. The Engineer will re-verify those LOTs.
3. If the QC retest and the Verification or IV test do not compare favorably, complete a new comparison analysis as defined in 120-10.1.1. Once acceptable comparison is achieved, retest the LOTs. The Engineer will perform new verification testing. Acceptance testing will not begin on a new LOT until the Contractor has a gauge that meets the comparison requirements.

Record QC test results in the density logbook. Submit the original, completed density logbook to the Engineer at final acceptance.

**120-10.4.3 Soil Classification:** The Engineer will verify the QC test results if the Verification and the QC test results both match the soil utilization symbol listed in Standard Plans, Index 120-001. Otherwise, the Engineer will test the sample retained for Resolution testing. The SMO or an AASHTO accredited laboratory designated by the SMO will perform the Resolution testing. The material will be sampled and tested in accordance with AASHTO T88, T89, and T90, and classified in accordance with AASHTO M145.

The Engineer will compare the Resolution test results with the QC test results. If the Resolution test matches the QC soil utilization symbol, the Engineer will use the QC soil utilization symbol for material acceptance purposes. If the Resolution test result does not match the Contractor's QC soil utilization symbol, the Verification test results will be used for material acceptance purposes.

**120-10.4.4 Organic Content:** The Engineer will verify the QC test results if the Verification test results satisfy the organic content test criteria in Standard Plans, Index 120-001. Otherwise, the Engineer will test the sample retained for Resolution testing. The SMO or an AASHTO accredited laboratory designated by the SMO will perform Resolution testing. The material will be sampled

and tested in accordance with FM 1-T267. If the Resolution test results satisfy the required criteria, material of that soil type will be verified and accepted. If the Resolution test results do not meet the required criteria, reject the material and reconstruct with acceptable material.

**120-10.5 Disposition of Defective Materials:** Assume responsibility for removing and replacing all defective material, as defined in Section 6.

Alternately, submit an Engineering Analysis Scope in accordance with 6-4 to determine the disposition of the material.

**120-11 Maintenance and Protection of Work.**

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair, at no expense to the Owner except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Perform maintenance and protection of earthwork construction in accordance with Section 104.

Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the Plans, until final acceptance of the project.

**120-12 Construction.**

**120-12.1 Construction Tolerances:** Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the Plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the cross-section shown in the Plans.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of conveyance ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the Plan cross-section.
5. When the work includes permitted linear stormwater management facilities, shape the swales and ditch blocks to within 0.1 feet of the cross-section shown in the Plans.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the Plans.

**120-12.2 Operations Adjacent to Pavement:** Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

**120-13 Method of Measurement.**

*No separate method of measurement shall be applied. Project is to be bid Lump Sum.*

**120-14 Basis of Payment.**

*No separate pay Items for this section. Project is to be bid Lump Sum.*

END OF SECTION 120

**SECTION 520**

**CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR**

**520-1 Description.**

Construct portland cement concrete curb. Curb will include concrete curb and gutter, concrete traffic separator, valley gutter, special concrete gutter, curb for sidewalk curb ramps and driveways, and any other types of concrete curb not specified in other Sections.

**520-2 Materials.**

**520-2.1 Concrete:** Use concrete meeting the requirements of Section 347.

**520-2.2 Reinforcement:** For all steel reinforcement required by the Plans, meet the requirements of Section 415.

**520-2.3 Joint Materials:** Meet the requirements of Section 932.

**520-3 Forms.**

**520-3.1 Form Materials:** Construct forms for this work of either wood or metal. Provide forms that are straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. For all items constructed on a radius, use flexible forms.

**520-3.2 Depth of Forms:** Ensure that forms have a depth equal to the plan dimensions for the depth of concrete being deposited against them.

**520-3.3 Machine Placement:** The Contractor may place these items by machine methods with the approval of the Engineer provided that the Contractor consistently produces an acceptable finished product, true to line, grade, and cross section.

**520-4 Excavation.**

Excavate to the required depth, and compact the foundation material upon which these items are to be placed as specified in 120-9.

**520-5 Placing Concrete.**

Place the concrete in the forms, and tamp and spade it to prevent honeycombing, and until the top of the structure can be floated smooth and the edges rounded to the radius shown in the Plans.

**520-6 Joints.**

**520-6.1 Contraction Joints:** Except for machine placed items, the Contractor may form joints by using dummy joints (either formed or sawed) or by using sheet metal templates. If using sheet metal templates, ensure that they are of the dimensions, and are set to the lines, shown in the Plans. Hold templates firmly while placing the concrete. Leave templates in place until the concrete has set sufficiently to hold its shape, but remove them while the forms are still in place.

Saw contraction joints, for machine placed items, unless the Engineer approves an alternate method. Saw the joints as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.

Space contraction joints at intervals of 10 feet except where closure requires a lesser interval, but do not allow any section to be less than 4 feet in length.

**520-6.2 Expansion Joints:** Construct expansion joints at all inlets, at all radius points, and at other locations indicated in the Plans. Locate them at intervals of 500 feet between other expansion joints or ends of a run. Ensure that the joint is 1/2 inch in width.

#### **520-7 Finishing.**

**520-7.1 Repair of Minor Defects:** Remove the forms within 24 hours after placing the concrete, and then fill minor defects with mortar composed of one part portland cement and two parts fine aggregate. The Engineer will not allow plastering on the face of the curb. Remove and replace any rejected curb, curb and gutter, or valley gutter without additional compensation.

**520-7.2 Final Finish:** Finish all exposed surfaces while the concrete is still green. In general, the Engineer will only require a brush finish. For any surface areas, however, which are too rough or where other surface defects make additional finishing necessary, the Engineer may require the Contractor to rub the curb to a smooth surface with a soft brick or wood block, using water liberally. Also, if necessary to provide a suitable surface, the Engineer may require the Contractor to rub further, using thin grout or mortar.

**520-7.3 Imprinted Concrete:** Install imprinted concrete as shown in the Plans.

#### **520-8 Curing.**

**520-8.1 General:** Continuously cure the concrete for a period of at least 72 hours. Commence curing after completely finishing and as soon as the concrete has hardened sufficiently to permit application of the curing material without marring the surface. Immediately replace any curing material removed or damaged during the 72 hour period.

After removing the forms, cure the surfaces exposed by placing a berm of moist earth against them or by any of the methods described below, for the remainder of the 72 hour curing period.

**520-8.2 Wet Burlap Method:** Place burlap, as specified in 925-1, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the burlap securely in place such that it will be in continuous contact with the concrete at all times, and do not allow any earth between the burlap surfaces at laps or between the burlap and the concrete. Saturate the burlap with water before placing it, and keep it thoroughly wet throughout the curing period.

**520-8.3 Membrane Curing Compound Method:** Apply clear membrane curing compound or white pigmented curing compound, as specified in 925-2, by a hand sprayer meeting the requirements of 350-3.10, in a single coat continuous film at a uniform coverage of at least one gallon per 200 square feet. Immediately recoat any cracks, checks, or other defects appearing in the coating. Thoroughly agitate the curing compound in the drum prior to application, and during application as necessary to prevent settlement of the pigment.

**520-8.4 Polyethylene Sheeting Method:** Place polyethylene sheeting, as specified in 925-3, over the entire exposed surface of the concrete, with sufficient extension beyond each side to ensure complete coverage. Overlap adjacent strips a minimum of 6 inches. Hold the sheeting securely in place and in continuous contact with the concrete at all times.



**520-9 Backfilling and Compaction.**

After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of the curb to the required elevation with suitable material. Place and thoroughly compact the material in layers not thicker than 6 inches.

**520-10 Surface Requirements.**

Test the gutter section of curb and gutter with a 10 foot straightedge laid parallel to the centerline of the roadway and while the concrete is still plastic. Perform straightedging along the edge of the gutter adjacent to the pavement or along other lines on the gutter cross-section, as directed by the Engineer. Immediately correct irregularities in excess of 1/4 inch.

**520-11 Method of Measurement.**

*No separate method of measurement shall be applied. Project is to be bid Lump Sum.*

**520-12 Basis of Payment.**

*No separate pay items for this section. Project is to be bid Lump Sum.*

END OF SECTION 520

SECTION 570

PERFORMANCE TURF

**570-1 Description.**

Establish a growing, healthy turf over all areas designated in the Plans. Use sod in areas designated in the Plans to be sodded. Use seed, hydroseed, bonded fiber matrix, or sod in all other areas. Maintain performance turf areas until final acceptance of all Contract work in accordance with Section 5-11 and the establishment requirements of 570-4 have been met.

**570-2 Materials.**

Meet the following requirements:

Turf Materials.....	Section 981
Fertilizer .....	Section 982
Water .....	Section 983

**570-3 Construction Methods.**

**570-3.1 General:** Remove all construction debris in performance turf areas. Install performance turf at the earliest practical time for erosion control and establishment.

Shape the areas to be planted to the plan typical sections and lines and grade shown in the Plans.

Except in areas where the Contract Documents requires specific types of turf to match adjoining private property, any species of turf designated in Section 981 may be used. All of the permanent performance turf material shall be in place prior to final acceptance.

The Owner will only pay for replanting as necessary due to factors determined by the Engineer to be beyond control of the Contractor.

Install all performance turf on shoulder areas prior to the placement of the friction course on adjacent pavement.

**570-3.2 Seeding:** At the Contractor's option, wildflower seed may be included in the performance turf seeding operation or performed separately from the performance turf seeding. Seed must produce visible seedlings within 45 days of planting.

Use of compost meeting the requirements of Section 987 as mulch is acceptable unless otherwise specified.

**570-3.3 Sod:** Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the Plans and the Standard Plans.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Monitor placed sod for growth of exotic or invasive pest plants and noxious weeds. If exotic or invasive pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod during the months April through October, within 60 days of placement of the sod during the

months of November through March treat affected areas by means acceptable to the Owner at no expense to the Owner. If pest plants and/or noxious weeds manifest themselves after the time frames described above from date of placement of sod, the Engineer, at his sole option, will determine if treatment is required and whether or not the Contractor will be compensated for such treatment. If compensation is provided, payment will be made as Unforeseeable Work as described in 4-4.

Remove and replace any sod as directed by the Engineer.

**570-3.4 Hydroseeding:** Use equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded.

Use mulch that does not contain reprocessed wood or paper fibers. Ensure that 50% of the fibers will be retained on a twenty-five mesh screen.

Mix fertilizer as required into the hydroseeding slurry.

Ensure that the dye does not contain growth or germination inhibiting chemicals.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moistureholding compounds.

**570-3.5 Bonded Fiber Matrix (BFM):** Meet the minimum physical and performance criteria of this Specification for use of BFM in hydroseeding operations or temporary nonvegetative erosion and sediment control methods.

Provide evidence of product performance testing, manufacturer's certification of training and material samples to the Engineer at least 7 calendar days prior to installation.

Provide documentation to the Engineer of manufacturer's testing at an independent laboratory, demonstrating superior performance of BFM as measured by reduced water runoff, reduced soil loss and faster seed germination in comparison to erosion control blankets.

Use only BFMs that contain all components pre-packaged by the manufacturer to assure material performance. Deliver materials in UV and weather resistant factory labeled packaging. Store and handle products in strict compliance with the manufacturer's directions.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moistureholding compounds.

Meet the following requirements after application of the formed matrix:

Ensure that the tackifier does not dissolve or disperse upon re-wetting.

Ensure that the matrix has no gaps between the product and the soil and that it provides 100% coverage of all disturbed soil areas after application.

Ensure that the matrix has no germination or growth inhibiting properties and does not form a water-repelling crust.

Ensure that the matrix is comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.

Mix and apply the BFM in strict compliance with the manufacturer's recommendations.

Apply the BFM to geotechnically stable slopes at the manufacturer's recommended rates.

Degradation of BFM will occur naturally as a result of chemical and biological hydrolysis, UV exposure and temperature fluctuations. Re-application, as determined by the Engineer, will be required if BFM-treated soils are disturbed or water quality or turbidity tests show the need for an additional application.

**570-3.6 Watering:** Water all performance turf areas as necessary to produce a healthy and vigorous stand of turf. Ensure that the water used for turf irrigation meets the requirements of Section 983.

**570-3.7 Fertilizing:** Fertilize as necessary to promote turf growth and establishment based on soil testing. Refer to Section 982 for fertilizer rates.

For bid purposes, base estimated quantities on an initial application of 265 lbs/acre and one subsequent application of 135 lbs/acre of 16-0-8.

**570-3.8 Shoulder Treatment:** Provide soil for shoulder treatment in accordance with Standard Plans, Index 570-010. Soil needed for these purposes will be included in the corresponding Pay Item.

**570-4 Turf Establishment.**

Perform all work necessary, including watering and fertilizing, to sustain an established turf, free of noxious weeds, at no additional expense to the Owner. Provide the filling, leveling, and repairing of any washed or eroded areas, as necessary.

Established turf is defined as follows:

1. An established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).
2. No bare spots larger than one square foot.
3. No continuous sod seams running perpendicular to the face of the slope.
4. No bare areas comprising more than 1% of any given 1,000 square foot area.
5. No deformation of the performance turf areas caused by mowing or other Contractor equipment.
6. No exposed sod netting.

7. No competing vegetation, exotic or invasive pest plants or noxious weeds.

Monitor turf areas and remove all competing vegetation, exotic or invasive pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species", Current Edition, <https://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species. Use herbicides in accordance with 7-1.7.

If at the time that all other work on the project is completed, but all turf areas have not met the requirements for established turf set forth in 570-4, continuously maintain all turf areas until the requirements for established turf set forth in 570-4 have been met.

During establishment and until the performance turf is established in accordance with this Section, continue the inspection, maintenance, and documentation of erosion and sedimentation control items in accordance with Section 104. Remove and dispose of all erosion and sedimentation control items after the performance turf has been established.

Notify the Engineer, with a minimum of seven calendar days advance notice, to conduct inspections of the performance turf at approximate 90-day intervals during the establishment period to determine establishment. Results of such inspections will be made available to the Contractor within seven calendar days of the date of inspection. Determination of an established turf will be based on the entire project and not in sections.

Upon the determination by the Engineer that the requirements of 570-4 have been met and an established turf has been achieved and all erosion and sedimentation control items have been removed, the Engineer will release the Contractor from any further responsibility provided for in this Specification.

The Contractor's establishment obligations of this specification will not apply to deficiencies due to the following factors, if found by the Engineer to be beyond the control of the Contractor, his subcontractors, vendors or suppliers:

1. Determination that the deficiency was due to the failure of other features of the Contract.
2. Determination that the deficiency was the responsibility of a third party performing work not included in the Contract or its actions.

The Owner will only pay for replanting as necessary due to factors determined by the Owner to be beyond the control of the Contractor.

**570-5 Responsible Party.**

For the purposes of this Specification, the Contractor shall be the responsible party throughout construction and establishment periods.

Upon final acceptance of the Contract in accordance with 5-11, the Contractor's responsibility for maintenance of all the work or facilities within the project limits of the Contract will terminate in accordance with 5-11; with the sole exception that the facilities damaged due to lack of established turf and the obligations set forth in this Specification for performance turf shall continue thereafter to be responsibility of the Contractor as otherwise provided in this Section.

**570-6 Disputes Resolution.**

The Contractor and the Owner acknowledge that use of the Statewide Disputes Review Board is required and the determinations of the Statewide Disputes Review Board for disputes arising out of the performance turf specification will be binding on both the Contractor and the Owner, with no right of appeal by either party, for the purposes of this Specification.

Any and all Statewide Disputes Review Board meetings after final acceptance of the Contract in accordance with 5-11 shall be requested and paid for by the Contractor. The Owner will reimburse the Contractor for all fees associated with meetings.

**570-7 Failure to Perform.**

Should the Contractor fail to timely submit any dispute to the Statewide Disputes Review Board, refuse to submit any dispute to the Statewide Disputes Review Board, fail to provide an established turf in accordance with 570-4 within six months of final acceptance of the Contract in accordance with 5-11, or fail to compensate the Owner for any remedial work performed by the Owner in establishing a turf and other remedial work associated with lack of an established turf, including but not limited to, repair of shoulder or other areas due to erosion and removal of sediments deposited in roadside ditches and streams, as determined by the Statewide Disputes Review Board to be the Contractor's responsibility, the Owner shall suspend, revoke or deny the Contractor's certificate of qualification under the terms of Section 337.16(d)(2), Florida Statutes, until the Contractor provides an established turf or makes full and complete payment for the remedial work performed by the Owner. In no case shall the period of suspension, revocation, or denial of the Contractor's certificate of qualification be less than six months. Should the Contractor choose to challenge the Owner's notification of intent for suspension, revocation or denial of qualification and the Owner's action is upheld, the Contractor shall have its qualification suspended for a minimum of six months or until the remedial action is satisfactorily performed, whichever is longer.

**570-8 Method of Measurement.**

*No separate method of measurement shall be applied. Project is to be bid Lump Sum.*

**570-9 Basis of Payment.**

*No separate pay items for this section. Project is to be bid Lump Sum.*

**END OF SECTION 570**

**SECTION 981**

**TURF MATERIALS**

**981-1 General.**

The types of seed and sod will be specified in the Contract Documents. All seed and sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the Engineer before installation.

All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council (FLEPPC, <https://www.fleppc.org>). Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Any such noxious or invasive plant or plant part found to be delivered in seed, sod or mulch will be removed by the Contractor at his expense and in accordance with the law.

All materials shall meet plant quarantine and certification entry requirements of Florida Department of Agriculture & Consumer Services, Division of Plant Industry Rules.

**981-2 Seed.**

The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest, LOT number, percent purity, percent germination, noxious weed certification and date of test.

Each of the species or varieties of seed shall be furnished and delivered in separate labeled bags. During handling and storing, the seed shall be cared for in such a manner that it will be protected from damage by heat, moisture, rodents and other causes.

All permanent and temporary turf seed shall have been tested within a period of six months of the date of planting.

All permanent and temporary turf seed shall have a minimum percent of purity and germination as follows:

1. All Bahia seed shall have a minimum pure live seed content of 95% with a minimum germination of 80%.
2. Bermuda seed shall be of common variety with a minimum pure live seed content of 95% with a minimum germination of 85%.
3. Annual Type Ryegrass seed shall have a minimum pure live seed content of 95% with a minimum germination of 90%.

**981-3 Sod.**

**981-3.1 Types:** Unless a particular type of sod is called for in the Contract Documents, sod may be either centipede, bahia, or bermuda at the Contractor's option. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to, private lawns, other types of sod may be used if desired by the affected property owners and approved by the Engineer.

**981-3.2 Dimensions:** The sod shall be taken up in commercial-size rectangles, or rolls, preferably 12 inches by 24 inches or larger, except where 6 inch strip sodding is called for, or as rolled sod at least 12 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1-1/4 inches thick including a 3/4 inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be degradable within three years.

**981-3.3 Condition:** The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be planted within 48 hours after being cut and kept moist from the time it is cut until it is planted. No sod which has been cut for more than 48 hours may be used unless specifically authorized by the Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the Engineer upon delivery of the sod to the job site.

The source of the sod may be inspected and approved by the Engineer prior to being cut for use in the work.

**981-4 Mulch.**

The mulch material shall be compost meeting the requirements of Section 987, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material

**END OF SECTION 981**



**SECTION 26 05 19  
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01 Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of Building Wire and Cable.

**1.3 DESCRIPTION**

- A. Provide all equipment, labor, material, accessories, and mounting hardware to properly install all conductors and cables rated 600 volts and less for a complete and operating system for the following:
  - 1. Building wire and cable.
  - 2. Wiring connectors and connections.
- B. No aluminum conductors shall be permitted.
- C. All sizes shall be given in American Wire Gauge (AWG) or in thousand circular mils (MCM/KCMIL).

**1.4 SUBMITTALS**

- A. Product Data: Submit catalog cut sheet showing, type and UL listing of each type of conductor, connector and termination.

**1.5 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years experience.

**1.6 REFERENCES AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- B. Conform to the requirements of ANSI/NFPA 70.

**1.7 PROJECT CONDITIONS**

- A. Verify that field measurements are as shown on Drawings.
- B. Conductor sizes are based on copper.
- C. Wire and cable routing shown on Drawings is approximate unless dimensioned. Route wire and cable as required to meet Project Conditions.
- D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required. Record actual routing on red lined as-builts.
- E. Conductors with different voltages (i.e. 120 volt and 277 volt) shall not be combined in the same conduit without prior written approval from OWNER and Engineer.

**1.8 COORDINATION**

- A. Determine required separation between cable and other work.
- B. Coordinate cable routing to avoid interference with other work disciplines.

**PART 2 - PRODUCTS**

**2.1 BUILDING WIRE AND CABLE**

- A. Description: Single conductor insulated wire.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: ANSI/NFPA 70, Type THHN/THWN and XHHW.
- E. Cable supports shall be O Z/Gedney Type "S" or approved substitution.

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Install products in accordance with manufacturer's instructions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.

- C. Before installing raceways and pulling wire to any mechanical equipment, verify electrical characteristics with final submittal on equipment to assure proper number and AWG of conductors. (As for multiple speed motors, different motor starter arrangements, etc.).
- D. Conductors #12 AWG shall be 600 volt type THHN/THWN, solid unless specifically noted otherwise, rated 90 degrees C. dry.
- E. Use conductor not smaller than 12 AWG for power and lighting circuits.
- F. Provide dedicated neutral conductor for each branch phase conductor for 120V and 277V circuits (power and lighting). Multi-pole breakers to comply with NEC 210.4 are not permitted.
- G. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet (23 m).
- H. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet (61 m).
- I. All conductors shall be installed in raceway.
- J. Conductor sizes indicated on circuit homeruns or in schedules shall be installed over the entire length of the circuit unless noted otherwise on the drawings or in these specifications.
- K. Coordinate all wire sizes with lug sizes on equipment, devices, etc. Provide/install lugs as required to match wire size.
- L. Where oversized conductors are called for due to voltage drop, etc., provide/install lugs as required to match conductors, or provide/install splice box, and splice to reduce conductor size to match lug size.

### 3.2 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that mechanical work likely to damage wire has been completed.

### 3.3 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

### 3.4 WIRING METHODS

- A. Use only building wire, Type THHN/THWN insulation, in raceway unless noted otherwise.
- B. Wiring in vicinity of heat producing equipment: Use only XHHW insulation, in raceway.
- C. Conductors installed within fluorescent fixture channels shall be Type THHN or XHHW, rated 90 degrees C dry. Conductors for all other light fixtures shall have temperature ratings as required to meet the UL listing of the fixture; however, in no case shall the temperature rating be less than 90 degrees Centigrade. Remove incorrect insulation types in new work.

**3.5 INTERFACE WITH OTHER PRODUCTS**

- A. Identify each conductor with its circuit number or other designation indicated on Drawings.
- B. Identify neutrals with its associated circuit number(s) per NEC Article 210.4(D).

**3.6 FIELD QUALITY CONTROL**

- A. Inspect wire for physical damage and proper connection.
- B. Measure tightness of bolted connections and compare torque measurements with manufacturer's recommended values.
- C. Verify continuity of each branch circuit conductor.

**3.7 PULLING**

- A. No wire shall be pulled until the conduit system is complete from pull point to pull point and major equipment terminating conduits have been fixed in position.
- B. Mechanical pulling devices shall not be used on conductors sized #8 and smaller. Pulling means which might damage the raceway shall not be used.
- C. Use only powdered soapstone or other pulling lubricant acceptable to the Designer/OWNER. Compound or lubricant shall not cause the conductor or insulation to deteriorate.
- D. All conductors to be installed in a common raceway shall be pulled together. The manufacturer's recommended pulling tensions shall not be exceeded.
- E. Bending radius of insulated wire or cable shall not be less than the minimum recommended by the manufacturer.
- F. Where coaxial type conductors are installed, special requirements shall apply as outlined under that specific system detail specifications.
- G. Where control or signal circuits with a lower insulation rating enter an enclosure with conductors having a 600 volt or higher insulation rating, a separate wire way will be installed or proper clearance distance will be maintained per NEC.
- H. All conductors shall be pulled in conduits by industry approved cable pulling "tuggers" equipment. The use of construction equipment such as fork lifts, tractors and other vehicles will not be allowed. All conductors will be routed and protected by using the proper pulleys and sheaves.

**3.8 CONTROL AND SIGNAL CIRCUITS**

- A. For control and signal circuits above 50 VAC, conductors shall be #14 AWG minimum size, Type XHHW or THHN/THWN as permitted by NFPA 70, within voltage drop limits, increased to #12 AWG as necessary for proper operation.
- B. For control and signal circuits 50 VAC and below, conductors, at the Contractor's option, may be #16 AWG, 300 volt rated, PVC insulated, except where specifically noted otherwise in the contract documents.
- C. Conductor insulation for fire alarm systems shall be as approved by Code Inspection Authority only. Wire approvals by the Designer/OWNER shall not supersede this final approval for conditions of this specific project.
- D. Install circuit conductors in conduit.
- E. Circuit conductors #10AWG and larger to be stranded.

### 3.9 COLOR CODING

- A. All power feeders and branch circuits No. 6 and smaller shall be wired with color-coded wire with the same color used for a system throughout the building. Power feeders above No. 6 shall either be fully color-coded or shall have black insulation and be similarly color-coded with tape in all junction boxes and panels. Tape shall completely cover the full length of conductor insulation within the box or panel.
- B. Unless otherwise approved or required by DESIGNER to match existing, color-code shall be as follows: Neutrals to be white for 120/208V system, natural grey for 277/480V system; ground wire green, bare or green, insulated ground conductor green with yellow tracer. 120/208V, Phase A - black; Phase B - red; Phase C - blue. 480/277V, Phase A brown; Phase B - orange; Phase C - yellow. All switch legs, other voltage system wiring, control and interlock wiring shall be color-coded other than those above.

### 3.10 TAPS/SPLICES/CONNECTORS/TERMINATIONS

- A. Taps and splices are not acceptable unless specifically noted otherwise on drawings or special written approval is granted by Designer/OWNER. (See 3.1.K) Submit locations, sizes, etc., where taps will be necessary to coordinate with lug sizes/quantities for review and approval prior to installation.
- B. Clean conductor surfaces before installing lugs and connectors.
- C. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- D. Power and lighting conductors shall be continuous and unspliced where located within conduit. Splices shall occur within troughs, wireways, outlet boxes, or equipment enclosures where sufficient additional room is provided for all splices. No splices shall be made in in-ground pull boxes (without special written approval of OWNER).
- E. Splices in lighting and power outlet boxes, wireway, and troughs shall be kept to a minimum, pull conductors through to equipment, terminal cabinets, and devices.

- F. No splices shall be made in junction box, and outlet boxes (wire No. 8 and larger) without written approval of OWNER.
- G. No splices shall be made in communications outlet boxes, pull boxes or wireways (i.e., fire alarm, computer, telephone, intercom, sound system, etc.) without written approval of OWNER. Pull cables through to equipment cabinets, terminal cabinets and devices.
- H. No splices shall be made in circuits of #8 AWG conductors or larger of 1000 feet or less without written approval of the OWNER.
- I. Allow adequate conductor lengths in all junction boxes, pull boxes and terminal cabinets. All termination of conductors in which conductor is in tension will be rejected and shall be replaced with conductors of adequate length. This requirement shall include the providing by the Contractor of sleeve type vertical cable supports in vertical raceway installations provided in pullboxes at proper vertical spacings.
- J. A calibrated torque wrench shall be used for all bolt tightening. A torque mark should be used after torqueing is performed. Torque mark should consist of a permanent mark over the mechanical lug, bolt, nut, etc.
- K. Interior Locations:
  - 1. All (non-electronic systems) copper taps and splices in No. 8 or smaller shall be fastened together by means of "Screw-on spring type (wire nut)" connectors. All "Push-in" or "Stab-in" type connectors are prohibited. All taps and splices in wire larger than No. 8 shall be made with compression type connectors approved by OWNER and taped to provide insulation equal to wire.
- L. Exterior Locations:
  - 1. Make splices, taps and terminations above grade in splice or termination cabinets. Do not splice any cable in ground or below finished grade.
  - 2. All taps and splices shall be made with compression type connectors approved by OWNER and covered with insulating material equivalent to conductor insulation or be terminated/connected to terminal strips in above grade terminal boxes suitable for use.
  - 3. Provide and install above grade termination cabinets sized to meet applicable codes and standards, where required for splicing.

END OF SECTION 26 05 19

**SECTION 26 05 26  
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01 Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of grounding and bonding.

**1.3 DESCRIPTION**

- A. Provide all labor, materials, and equipment necessary to properly install a grounding system conductor in all new branch wiring and feeder installations that shall be in full compliance with all applicable Codes as approved by the authorities having jurisdiction. The secondary distribution system shall include a grounding conductor in all raceways in addition to the return path of the metallic conduit.
- B. In general, all electrical equipment (metallic conduit, motor frames, panelboards, etc.) shall be bonded together with a green insulated or bare copper system grounding conductor in accordance with specific rules of Article 250 of the N.E.C. and State codes. Bonding conductor through the raceway system shall be continuous from main switch ground bus to panel ground bar of each panelboard, and from panel grounding bar of each panelboard to branch circuit equipment and devices.
- C. All raceways shall have an insulated copper system ground conductor throughout the entire length of circuit installed with-in conduit in strict accordance with NEC. Grounding conductor shall be included in total conduit fill determining conduit sizes, even though not included or shown on drawings. Grounding conductors run with feeders in PVC conduit outside of building(s) shall be bare only.
- D. Section Includes
  - 1. Grounding electrodes and conductors.
  - 2. Equipment grounding conductors.
  - 3. Bonding.
  - 4. Ground Ring.

**1.4 SUBMITTALS**

- A. Submit catalog cut sheet showing brand and selection for all conductors, test wells, components, etc., as specified herein showing that all materials are UL listed and labeled as applicable and manufactured in the United States.
- B. Product data shall prove compliance with Contract Documents, National Electric Code, Underwriters Laboratories, manufacturer's specifications, manufacturer's written installation data and compliance with all performance criteria.
- C. Include instructions for storage, handling, protection, examination, preparation, operation and installation of product.
- D. Indicate application conditions and limitations of use stipulated by product testing agency specified under regulatory requirements.
- E. Show all dimensions, colors, configurations, covers and applicable labeling/stamping.
- F. Record actual locations of grounding electrodes on red lined as-built documents.
- G. Submit test results of each ground rod. See Section 26 00 90.

**1.5 REFERENCES AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- B. Conform to requirements of ANSI/NFPA 70 - National Electrical Code.

**PART 2 - PRODUCTS**

**2.1 ROD ELECTRODE**

- A. Material: Copper-clad steel.
- B. Diameter: 5/8 inch.
- C. Length: 30 feet minimum. Increase lengths as required to achieve specified resistance.

**2.2 MECHANICAL CONNECTORS**

- A. All grounding connectors shall be in accordance with UL 467 and UL listed for use with rods, conductors, reinforcing bars, etc., as appropriate.



- B. Connectors and devices used in the grounding systems shall be fabricated of copper or bronze materials, and properly applied for their intended use. Specified items of designated manufacturers indicate required criteria and equal products may be provided if approved. All connectors and devices shall be compatible with the surfaces being bonded and shall not cause galvanic corrosion by dissimilar metals. Materials in items not listed herein shall be of equal quality to the following specified items:
1. Lugs: substantial construction, of cast copper or cast bronze, with "ground" (micro-flat) surfaces equal to Burndy QQA-B Series, two hole, T&B, or approved substitution. Light weight and "competitive" devices shall be rejected.
  2. Grounding and Bonding Bushings: Malleable iron, Thomas and Betts (T&B), or approved substitution.
  3. Piping Clamps: Burndy "GAR-TC series" with two hole compression lug under U-Bolt nut, or T&B, or approved substitution.
  4. Grounding Screw and Pigtail: Raco No. 983 or approved substitution.
  5. Fastening hardware: Grade 5 silicone bronze with beveled washers. Copperplate is not acceptable
- C. Mechanical lugs or wire terminals shall be used to bond ground wires together or to junction boxes and panel cabinets and shall be manufactured by Anderson, Buchanan, Thomas and Betts Co., or Burndy.

### **2.3 WIRE**

- A. Material: Stranded copper.
- B. Size: Size to meet NFPA 70 requirements as a minimum, increase size if called for on drawings, in these specifications, or as required for voltage drop.
- C. Insulated THWN (or bare as noted elsewhere).

### **2.4 GROUNDING WELL COMPONENTS**

- A. Grass Non-Traffic Areas:
1. Well: Minimum 12 inch long by 12 inch wide by 18 inches deep with open.
  2. Well Cover: High density plastic, composolite, or cast iron with legend "GROUND" embossed on cover.
  3. Material: Structural Plastic, composolite, or concrete.
  4. Manufacturer: Brooks Products 70 Series or equal by Quazite or approved substitution.
  5. Increase depth, diameter or size as required to provide proper access at installed location.
- B. Paving and Low Traffic Areas:

1. Well: Minimum 12 inch long by 12 inch wide by 18 inches deep with open bottom.
2. Well Cover: Traffic rated for use with "GROUND" embossed on cover.
3. Material: Composolite.
4. Manufacturer: Quazite or approved substitution.
5. Increase depth, diameter or size as required to provide proper access at installed location.

**2.5 GROUNDING BARS/GROUND BUS (INCLUDING 'SYSTEMS' GROUND BUS/BARS AND GROUND BUS BARS)**

- A. Ground bars shall be copper of the size and description as shown on the drawings. If not sized on drawings, bus bar shall be minimum 1/4" x 2" bus grade copper, spaced from wall on insulating 2" polyester molded insulator standoff/supports, and be 12" or greater minimum overall length, allowing 2" length per lug connected thereto. Increase overall length as required to facilitate all lugs required while maintaining 2" spacing. Size of bus bar used in main electrical room shall be similar except minimum of 4" high and 24" long.
- B. Provide bolt tapping lug with two hex head mounting bolts for each terminating ground conductor, sized to match conductors. Mount on bus bar at 2 inches on center spacing. Lugs to be manufactured by Burndy, T&B or approved substitution.
- C. Bus bar shall have rows of holes in accordance with NEMA Standards for specified lugs.
- D. Standoff supports to be 2" polyester as manufactured by Glastic #2015-4C or approved substitution.

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Install products in accordance with manufacturer's instructions.
- B. Install grounding electrodes conductor, bonding conductors, ground rods, etc. with all required accessories.
- C. Grounding shall meet (or exceed as required to meet these specifications) all the requirements of the N.E.C., the NFPA, and applicable standards of IEEE.
- D. Where there is a conflict between these specifications and the above applicable codes or standards, or between this section and other specifications sections then the most stringent or excessive requirement shall govern. Where there is an omission of a code/standard requirement in these specifications then the code/standard requirements shall be complied with.

- E. Requirement in these specifications to comply with a specific code/standard article, etc. is not to be construed as deleting of requirements of other applicable codes/standards and their articles, etc.
- F. Verify that final backfill and compaction has been completed before driving rod electrodes.

### 3.2 GROUNDING ELECTRODES

- A. All connections shall be exothermic welded unless otherwise noted herein. All connections above grade and in accessible locations may be by exothermic welding or by brasing or clamping with devices UL listed as suitable for use except in locations where exothermic welding is specifically specified in these specifications or called for on drawings.
- B. Each rod shall be die stamped with identification of manufacturer and rod length.
- C. Install rod electrodes at locations indicated and/or as called for in these specifications.
- D. Ground Resistance:
  - 1. Site Distribution Counterpoise Ground Locations:
    - a) Counterpoise system ground locations shall not exceed 25 ohms measured at ground electrode.
  - 2. Other Locations:
    - a) Resistance to ground of all non-current carrying metal parts shall not exceed 25 ohms measured at motors, panels, busses, cabinets, equipment racks, light poles, transformers, and other equipment.
  - 3. Resistance called for above shall be maximum resistance of each ground electrode prior to connection to grounding electrode conductor. Where ground electrode system being measured consists of two (2) or more ground rod electrodes at each location, then the resistance specified above shall be the maximum resistance with two (2) or more rods connected together but not connected to the grounding electrode conductor.
- E. Install additional rod electrodes as required to achieve specified resistance to ground (specified ground resistance is for each ground rod location prior to connection to ground electrode conductor).
- F. Provide grounding well with cover at each rod location, with the only exception being a site distribution counterpoise ground rod. Install grounding well top flush with finished grade.
- G. Install ground rods not less than 1 foot below grade level and not less than 2 feet from structure foundation.

**3.3 GROUND RESISTANCE AT LOCATION OTHER THAN LOCATION OF GROUNDING ELECTRODES.**

- A. Resistance to ground of all non-current carrying metal parts shall not exceed 25 ohms measured at motors, panels, busses, cabinets, equipment racks, light poles, transformers, and other equipment.

**3.4 GROUNDING ELECTRODE CONDUCTOR**

- A. Conductor shall be sized to meet (or exceed requirements of Contract Documents) the requirements of NEC 250.66.

**3.5 EQUIPMENT GROUNDING CONDUCTOR**

- A. Grounding conductors shall be provided with every circuit to meet (or exceed requirements of Contract Documents) the requirements of NEC 250.122.
- B. At every voltage level, new portions of the electrical power distribution system shall be grounded with a dedicated copper conductor which extends from termination back to power source in supply panelboard.
- C. Provide separate, insulated (bare if with feeder in PVC conduit ) conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- D. Except as otherwise indicated, each feeder raceway on the load side of the service entrance shall contain a ground conductor sized as indicated and where not shown shall be sized to meet (or exceed requirements of Contract Documents) the requirements of NEC 250.122. Conductor shall be connected to the equipment grounding bus in switchboards and panelboards, to the Grounding Bus in all motor control centers, and as specified, to lighting fixtures, motors and other types of equipment and outlets. The ground shall be in addition to the metallic raceway and shall be connected, using a lug device located within each item enclosure at the point of electric power connections to permit convenient inspection.
- E. Provide green insulated ground wire for all grounding type receptacles and for equipment of all voltages. In addition to grounding strap connection to metallic outlet boxes, a supplemental grounding wire and screw equal to Raco No. 983 shall be provided to connect receptacle ground terminal to the box.
- F. All plugstrips and metallic surface raceway shall contain a green insulation ground conductor from supply panel ground bus connected to grounding screw on each receptacle in strip and to strip channel. Conductor shall be continuous.
- G. Where integral grounding conductor is specified elsewhere in bus duct construction, provide equivalent capacity conductor from supply switchboard or panelboard grounding bus to the bus

duct grounding conductor. Bond integral conductor to bus duct enclosure at each tap and each termination.

- H. All motors, all heating coil assemblies, and all building equipment requiring flexible connections shall have a green grounding conductor properly connected to the frames and extending continuously inside conduit with circuit conductors to the supply source bus with approved connectors regardless of conduit size or type. This shall include "Equipment By Owner" to which an electric conduit is provided under this Division.

### **3.6 EXTERIOR GRADE (OR FREE STANDING ABOVE GROUND) MOUNTED EQUIPMENT**

#### **A. General:**

- 1. All equipment mounted exterior to building shall have their enclosures grounded directly to a grounding electrode at the equipment location in addition to the building equipment ground connection.
- 2. Bond each equipment enclosure, metal rack support, mounting channels, etc. to ground electrode system at each rack with an insulated copper ground conductor sized to match the grounding electrode conductor required by NEC Table 250.66 based on equipment feeder size, but in no case shall conductor be smaller than #6 copper or larger than #2 copper. This connection is in addition to grounding electrode connections required for services.

#### **B. Electrical equipment connection rack mounted equipment.**

- 1. Bond all metal parts as noted in this section.

#### **C. Grounding electrodes (ground electrodes system) shall be:**

- 1. Located at each rack location.
- 2. For service equipment: Ground electrode required per "MAIN ELECTRICAL SERVICE".
- 3. For equipment connection: Two or more 30 ft. ground rods at no less than 30 ft. spacing, driven vertical to a minimum depth of 30 ft. plus 1 ft. below grade. Bond ground rods together with a size to meet NEC Table 250.66, but no less than a #2 copper ground conductor. Provide additional rod electrodes as required to achieve specified ground resistance.

#### **D. Complete installation shall meet or exceed the minimum requirements of NEC 250 and, when applicable, NFPA 78.**

### **3.7 LIGHTING FIXTURES**

- A. All new and reinstalled fixtures shall be provided with green grounding conductor, solidly connected to unit. Individual fixtures grounds shall be with lug to fixture body, locate at point of electrical connection to the fixture unit.
- B. All suspended fixtures and those supplied through flexible metallic conduit shall have green ground conductor from outlet box to fixture. Cord connected fixtures shall contain a separate green ground conductor.

### **3.8 GROUND RING**

- A. Provide complete underground building perimeter ground ring system, completely encircling building.
- B. Install minimum 2-1/2 feet depth into earth.
- C. Install ground rods (minimum 30 ft. long) every 150 feet section of ground ring conductor.
- D. Bond ground ring to building steel every 150 feet of building perimeter, bond to any and all electrical and piping systems that cross the ground ring system, bond to lightning protection down conductors and to any lightning or other earth grounding electrodes that may be present on the premises.
- E. Bond to building service.

### **3.9 MISCELLANEOUS GROUNDING CONNECTIONS**

- A. Provide bonding to meet regulatory requirements.
- B. Required connections to building steel shall be with UL approved non-reversible crimp type ground lugs exothermically welded to bus bar that is either exothermically welded to steel or bolted to steel in locations where weld will affect the structural properties of the steel.
- C. Install grounding conductors to permit shortest and most direct path from equipment to ground; install in conduit; bond to conduit at both ends when conduit is metal; have connections accessible for inspection; and made with approved solderless connectors brazed (or bolted) to the equipment ground; in NO case be a current carrying conductor; have a green jacket unless it is bare copper; be run in conduit with power and branch circuit conductors. The main grounding electrodes conductor shall be exothermically welded to ground rods, water pipe, and building steel.
- D. All surfaces to which grounding connections are made shall be thoroughly cleaned to maximum conductive condition immediately before connections are made thereto. Metal rustproofing shall be removed at grounding contact surfaces, for 0 ohms by digital Vm. Exposed bare metal at the termination point shall be painted.

- E. All ground connections that are buried or in otherwise inaccessible locations, shall be welded exothermically. The weld shall provide a connection which shall not corrode or loosen and which shall be equal or larger in size than the conductors joined together. The connection shall have the same current carrying capacity as the largest conductor.
- F. Install ground bushings on all metal conduits entering enclosures where the continuity of grounding is broken between the conduit and enclosure (i.e. metal conduit stub-up into a motor control center enclosure or at ground bus bar). Provide an appropriately sized bond jumper from the ground bushing to the respective equipment ground bus or ground bus bar.
- G. Each feeder metallic conduit shall be bonded at all discontinuities, including at switchboards and all subdistribution and branch circuit panels with conductors in accordance with Table 250.122 of NEC for parallel return with respective interior grounding conductor.
- H. Grounding provisions shall include double locknuts on all heavywall conduits.
- I. Install grounding bus in all existing panelboards of remodeled areas, for connection of new grounding conductors, connected to an approved ground point.
- J. Bond together reinforcing steel and metal accessories in pool and fountain structures and bond to electrical system per NEC.
- K. Where reinforced concrete is utilized for building grounding system, proper reinforced bonding shall be provided to secure low resistance to earth with "thermite" type devices, and #10AWG wire ties shall be provided to not less than ten (10) full length rebars which contact the connected rebar. Provide size and length of rod to meet NEC requirements.

### **3.10 TESTING AND REPORTS**

- A. Raceway Continuity: Metallic raceway system as a component of the facilities ground system shall be tested for electrical continuity. Resistance to ground throughout the system shall not exceed specified limits.
- B. Ground resistance measurements shall be made on each system utilized including:
  - 1. Building structural steel.
  - 2. Driven grounding system.
  - 3. Water pipe grounding system.
  - 4. Other approved systems.
- C. Ground resistance measurements shall be made in normally dry weather, not less than 24 hours after rainfall, and with the ground under test isolated from other grounds and equipment. Resistances measured shall not exceed specified limits.

- D. Upon completion of testing, the testing conditions and results shall be certified by the Contractor and submitted to the Designer as called for in Section 26 00 90 - Test and Performance Verification.

**3.11 INTERFACE WITH OTHER PRODUCTS**

- A. Interface with site grounding system.

**3.12 FIELD QUALITY CONTROL**

- A. Inspect grounding and bonding system conductors and connections for tightness and proper installation.
- B. Use suitable test instruments to measure resistance to ground of system. Perform testing in accordance with test instrument manufacturer's recommendations using the fall-of-potential method.

**END OF SECTION 26 05 26**



**SECTION 26 05 29  
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01 Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of supporting devices.

**1.3 DESCRIPTION**

- A. Furnish and install all supports, anchors, fasteners, hangers and inserts required to mount fixtures, conduit, cables, pullboxes and other equipment furnished under this Division.

**1.4 REFERENCES AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- B. Conform to the requirements of the following:
  - 1. NECA - National Electrical Contractors Association.
  - 2. ANSI/NFPA 70 - National Electrical Code.

**1.5 SUBMITTALS**

- A. Submit catalog cut sheet showing brand of conduit supporting hardware to be used and (where applicable) showing that conduit supporting hardware is UL listed and labeled, and manufactured in the United States.
- B. Submit catalog cut sheet on all types of conduit support fittings, hardware, straps, and hangers.
- C. Product data shall be submitted for approval on:
  - 1. Mounting hardware and inserts.
  - 2. Conduit straps, hangers and fittings.

- 3. Supporting channel.
- D. Product data shall prove compliance with Contract Documents, National Electric Code, National Board of Fire Underwriters, manufacturer's specifications and written installation data.
- E. Submit shop drawing showing routing and location of all conduit racking systems. Provide coordination drawings.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCT REQUIREMENTS**

- A. Materials and Finishes: Provide corrosion resistance.
- B. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation."
- C. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.
- D. Do not use spring steel clips and clamps and metal banding straps.
- E. Do not fasten supports to sides or bottom of pre-cast structural beams.
- F. Obtain permission from OAR before drilling, or cutting structural members.
- G. Fabricate supports from structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- H. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- I. In wet and damp locations use stainless steel channel supports to stand cabinets and panelboards one inch (25) mm off wall.
- J. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in

hollow partitions.

- K. All items shall be supported from the structural portion of the building, except standard ceiling-mounted lighting fixtures. Small devices may be supported from ceiling system where permitted by ceiling system manufacturer, however, no sagging of the ceiling will be permitted. Wire shall not be used as a support. Boxes and conduit shall not be supported or fastened to ceiling suspension wires or to ceiling channels.
- L. Lay out and install work in advance of the laying of floors or walls, and provide all sleeves that may be required for openings through floors, walls, or other assemblies. Where plans call for conduit to be run exposed, provide all inserts and clamps for the supporting of conduit.
- M. All conduits shall be securely fastened in place on maximum of 8 foot intervals. Hangers, supports or fastenings shall be provided at each elbow and at the end of each straight run terminating at a box or cabinet. The use of perforated iron for supporting conduits will not be permitted. The required strength of the supporting equipment and size and type of anchors shall be based on the combined weight of conduit, hanger and cables. Horizontal and vertical conduit runs may be supported by one-hole malleable straps, clamp-backs, or other approved devices with suitable bolts, expansion shields (where needed) or beam-clamps for mounting to building structure or special brackets.
- N. Where two or more conduits are ran parallel or in a similar direction, they shall be grouped together and supported by means of 1½" x 1½", 12 gauge, pre-galvanized zinc (B-Line or approved substitution), conduit channel trapeze hanger system (racking) consisting of concrete inserts, threaded rods, washers, double nuts for each rod, locknut washers and galvanized "L" angle iron, or Unistrut cross members. Where galvanized "L" angle iron is used, conduits shall be individually fastened to the cross members with malleable iron hangers listed and approved for use on "L" angle iron, bolted with proper size cadmium machine bolts, washers and nuts. Conduits supported to unistrut channel shall be individually fastened with two piece unistrut straps with bolts and nuts listed and approved for such use. Mineralak hangers or one hole type straps fastened to Kindorf racking is not acceptable. Beam clamps shall be malleable iron. All single panelboard, switchboard and motor control center feeder raceway runs shall be supported by means of a trapeze channel hanger support system with provisions for future as specified.
- O. All hangers and mounting hardware clamps shall be made of durable material suitable for the application involved. Where excessive corrosive conditions or exterior and damp conditions are encountered, hanger assemblies shall be malleable iron or protected after fabrication by hot dipped galvanizing and where written approval is authorized by the OAR, special paint or other suitable preservative methods may be used.
- P. On concrete or brick construction, an electric or hand drill shall be used for drilling holes for all inserts in brick, concrete or similar construction. In brick, inserts shall be near center of brick, not near edge or in joint. Where steel members occur, same shall be drilled and tapped, and round head machine screws shall be used. All screws, bolts and washers used for supporting conduit or outlets shall be fabricated from rust-resisting metal. Self-tapping power driven

fasteners are acceptable on block or brick construction only. Plastic anchors are not acceptable.

- Q. Spring type conduit clip devices are not acceptable for conduit support.
- R. Threaded rod hangers shall be galvanized continuous thread type, minimum 3/8" diameter. Increase size as required to support assembly. Bending of rod hangers is not permitted.
- S. Concrete anchors, thread rods, or similar fasteners installed on side or bottom of pre-stressed beams are not acceptable.
- T. Group related conduits; support using conduit rack. Construct rack using steel channel in dry locations and galvanized channel or aluminum channel in damp or wet locations (minimum of 24", increase, distance as required for quantity of conduits and spare capacity) provide space on each rack for Building Automation Systems (BAS) raceways and 25 percent additional conduits. Group conduits on channel racking adjacent to each other at one side, allowing all remaining unused space as spare capacity. Spacing between conduits shall not exceed 1" unless written permission is granted by OAR.
- U. Each rack shall be provided with minimum of two (2) threaded rod hangers located at the ends of the channel. Increase number of hangers as required to support the assembly.
- V. Rack Mounted Equipment: Use channel support system for all rack mounted equipment including all free standing rack mounted equipment. Exterior rack support system to be stainless steel channel. See details on drawings where available. Exterior units shall be thoroughly inspected after installation.

**END OF SECTION 26 05 29**

**SECTION 26 05 33.13**  
**CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01 Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of conduit for electrical systems.

**1.3 DESCRIPTION**

- A. Provide and install all equipment, labor, material, accessories, and mounting hardware for a complete and operating system for the following:
  - 1. Rigid Metallic Conduit (RMC)
  - 2. PVC coated Metal Conduit.
  - 3. Flexible metal conduit (FMC)
  - 4. Liquidtight flexible metal conduit (LFMC)
  - 5. Electrical metallic tubing (EMT)
  - 6. Rigid non-metallic conduit (PVC) (RNC)
  - 7. Fittings and conduit bodies.
- B. Raceways and conduits shall begin at an acceptable enclosure and terminate only in another such enclosure except conduit/raceway stub-outs.
- C. A raceway shall be provided for all electrical power, lighting and electrical systems.
- D. Where the Contract Documents refer to the terms "raceway," or "conduit" the materials shall be as listed above in conjunction with NEC article 100, definition of "raceway". MC and HCF flexible metal cables shall not be considered a substitute for raceway or conduit.

**1.4 SUBMITTALS**

- A. Submit catalog cut sheet showing brand of conduit to be used and showing that conduit is UL listed and labeled, and manufactured in the United States.

- B. Submit catalog cut sheet on all types of conduit bodies, and fittings.
- C. Submit product data on:
  - 1. Conduits.
  - 2. Conduit straps, hangers and fittings.
  - 3. PVC solvent(s) and bending box.
  - 4. Fitting entering and leaving the ground or pavement.
  - 5. Cables
  - 6. Expansion/deflection fittings.
- D. Submit UL listed fire and smoke stopping assemblies for each applicable application. Provide details from UL Fire Directory and manufacturers' corresponding product data and details.
- E. Product data shall prove compliance with Specifications, National Electrical Code, National Board of Fire Underwriters, manufacturer's specifications and written installation data.

#### **1.5 PROJECT AS-BUILT DOCUMENTS**

- A. As-built documents shall accurately record actual routing of conduits.

#### **1.6 REFERENCE AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- B. Conform to the following:
  - 1. NFPA 70 - National Electrical Code (NEC).
  - 2. ANSI C80.1 - Electrical Rigid Steel Conduit (ERSC).
  - 3. ANSI C80.3 - Electrical Metallic Tubing (EMT).
  - 4. ANSI/UL 651 - Rigid Non Metallic Conduit (PVC)
  - 5. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing (EMT) and Cable.
  - 6. NECA "Standard of Installation."
  - 7. NEMA RN 1 - Polyvinyl Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit (IMC).
  - 8. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing.
  - 9. ANSI/Fed. Spec. J-C-30B - Flexible Metal Cables, Galvanized steel jacket.

#### **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

- B. Protect PVC conduit from sunlight.

#### **1.8 PROJECT CONDITIONS**

- A. Verify that field measurements are as shown on Drawings.
- B. Verify routing and termination locations of conduit prior to rough-in.
- C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

### **PART 2 - PRODUCTS**

#### **2.1 GENERAL**

- A. All conduits shall bear UL label (or other nationally recognized testing agency).
- B. Conduit systems and all related fittings, boxes, supports, and hangers must meet all the requirements of national, state, requirements and all related FAA codes and other Federal codes where applicable.

#### **2.2 MINIMUM TRADE SIZE**

- A. Power/Lighting Homeruns 3/4"
- B. Power/Lighting Branch Circuits Between Devices 1/2"
- C. Systems Conduit 1"
- D. Flexible and Seal-tite metallic conduit – 1/2" C (maximum 6 ft. long).

#### **2.3 RIGID METAL CONDUIT**

- A. Comply with:
  - 1. ANSI C80.1
  - 2. UL 6
  - 3. NEC
  - 4. Fed. Specification WW-C-581e.
- B. Conduit material:
  - 1. Hot-dipped galvanized steel.

C. Fittings:

1. Threaded.
2. Insulated bushings shall be used on all rigid metal conduits terminating in panels, boxes, wire gutters, or cabinets, and shall be impact resistant plastic molded in an irregular shape at the top to provide smooth insulating surface at top and inner edge. Material in these bushings must not melt or support flame.
3. Hot-dipped galvanized malleable iron or steel manufactured in accord with ANSI C80.4.

D. Conduit Bodies:

1. Comply with ANSI/NEMA FB 1.
2. Threaded hubs.
3. Hot-dipped galvanized malleable iron.

**2.4 PVC COATED METAL CONDUIT**

A. Comply with:

1. UL6
2. ANSI C80.1
3. NEC
4. NEMA RN1
5. Fed. Specification WW-C-581E.

B. Conduit material: Hot-dipped galvanized rigid steel with external PVC coating, 20 mil. thick.

C. Fittings:

1. Threaded.
2. Insulated bushings on terminations.
3. Hot-dipped galvanized malleable iron or steel with external PVC coating, 20 mil. thick.

D. Conduit bodies:

1. Comply with:
  - a) ANSI/NEMA FB 1
  - b) Threaded hubs
  - c) Hot-dipped galvanized malleable iron.

**2.5 FLEXIBLE METAL CONDUIT**

A. Comply with:



1. NEC
2. ANSI/UL 1
3. Fed. Specification WW-C-566

B. Conduit material: Hot-dip galvanized Steel, interlocked.

C. Fittings:

1. ANSI/NEMA FB 1
2. ANSI/UL 514B
3. Malleable iron, zinc plated.
4. Direct flexible conduit bearing set screw type not acceptable.
5. Insulated throat on terminations.
6. Compression EMT to flexible conduit coupling is not acceptable unless special written permission is granted by OAR.
7. Comply also with Fed. Specification W-F-406

## **2.6 LIQUID-TIGHT FLEXIBLE METAL CONDUIT**

A. Comply with:

1. NEC
2. ANSI/UL 360

B. Conduit material:

1. Flexible hot-dipped galvanized steel core, interlocked.
2. Continuous copper ground, built into core up to 1-1/4" size.
3. Extruded polyvinyl gray jacket.

C. Fittings:

1. Threaded for IMC/rigid conduit connections.
2. Approved for hazardous locations where so installed.
3. Provide sealing washer in wet/damp locations.
4. Compression type.
5. ANSI/NEMA FB 1.
6. ANSI/UL 5148.
7. Hot-dipped galvanized malleable iron or steel.
8. Insulated throat on terminations.
9. Comply with Fed. Specification W-F-406.
10. Connections to vibrating equipment and transformers.
  - a) Connectors to have wire mesh conduit grip.

**2.7 ELECTRICAL METAL CONDUIT**

- A. Comply with:
  - 1. U.L 797
  - 2. ANSI C80.3
  - 3. NEC
  - 4. ANSI/UL797
  - 5. Fed. Specification WWC-563
- B. Conduit material: Hot-dip Galvanized steel tubing (Electrogalvanized zinc is not acceptable).
- C. Fittings:
  - 1. ANSI/NEMA FB 1
  - 2. Compression type.
  - 3. Insulated throat on terminations.
  - 4. Hot-dipped galvanized malleable iron or steel.
  - 5. Fed. Specification W-F-408.

**2.8 RIGID NON-METALLIC CONDUIT (PVC)**

- A. Comply with:
  - 1. NEMA TC-2
  - 2. UL 651
  - 3. NEC
  - 4. Fed. Specification WC1094A.
- B. Conduit material:
  - 1. Shall be high impact P.V.C. - tensile strength 55 PSI, flexural strength 11000 PSI.
- C. Fittings:
  - 1. Comply with: NEMA TC-3 and UL 514.
- D. General:
  - 1. Shall be UL listed.
  - 2. Fittings and elbows shall be by the same manufacture as conduit.

**2.9 EXPANSION FITTINGS**

- A. Expansion/deflection fittings shall be:

1. Listed, hot dipped galvanized inside and outside providing a 4" expansion chamber and deflection (where applicable) when used with rigid conduit, intermediate metal conduit and electrical metallic conduit, or:
2. U.L. Listed, polyvinyl chloride providing a minimum 6" expansion chamber when used with non-metallic conduit (PVC), and shall meet the requirements of and as specified elsewhere for non-metallic conduit. Provide fittings as specified above for expansion/deflection conditions.
3. Hot dipped galvanized expansion and deflection (where applicable) fitting shall be provided with an external braided grounding and bonding jumper with approved clamps, UL Listed for the application.
4. Expansion fitting, UL Listed for the application and in compliance with the National Electrical Code without the necessity of an external bonding jumper may be considered. Submit fitting with manufacturer's data and UL Listing for approval prior to installation.

### PART 3 - EXECUTION

#### 3.1 LOCATION REQUIREMENTS

##### A. Underground Installations:

1. Use Schedule 40 thickwall nonmetallic conduit only unless local authority having jurisdiction or applicable codes/utility requirements, etc. require rigid steel conduit.
2. All conduits or elbows entering or leaving any slab or the ground shall be rigid steel conduit coated with asphalt paint.
3. Where rigid metallic conduit is installed underground as noted above it shall be coated with waterproofing black mastic before installation, and all joints shall be re-coated after installation.
4. All PVC runs over 100 ft. in length shall utilize rigid steel 90° elbows at each horizontal change in direction. All PVC risers shall utilize rigid steel 90° elbows. Elbows shall be coated with black mastic or PVC coating. Bond all metal elbows per NEC.
5. Underground raceway systems shall conform to all national, state, local and FAA regulations, in general and Article 300, Section 300.5 of the National Electrical Code specifically.
  - a) Depth of conduits shall be not less than 18" with the following exceptions:
    - 1) Conduits installed in concrete floors of buildings to have a minimum concrete cover not less than 2".
    - 2) Conduits passing under taxiways, runways, ramps, holding areas, and docking areas, must be installed below the concrete pour, in the sub base, and shall be encased in not less than 3" of concrete, the specifications of which shall meet the same standards required for runways and taxiways except that slump shall be 3 to 4 inches.

6. Verify finished lines in areas where raceways will be installed underground before the grading is complete.
- B. In Slab, Above or On Grade:
1. Use coated rigid steel conduit, coated intermediate metal conduit (if approved) or thickwall nonmetallic conduit.
  2. In slab conduit is permitted only where written consent is granted by Architect and Structural Engineer, regardless of that shown or noted by drawings. Install as directed by Architect/Structural Engineer.
- C. Penetration of Slab:
1. Exposed Location:
    - a) Where penetrating a floor in an exposed location from underground or in slab, a black coated galvanized rigid steel conduit shall be used.
  2. Concealed Location:
    - a) Where penetrating a floor in a location concealed in block wall and acceptable by applicable codes, non-metallic conduit may be used up to first outlet box, provided outlet box is at a maximum height of 40" above finished floor.
    - b) Where penetrating a floor from underground or in slab, a coated galvanized rigid steel conduit shall be used.
- D. Outdoor Location:
1. Above Grade:
    - a) Where penetrating the finished grade, a coated galvanized rigid steel conduit shall be used.
    - b) All exterior conduit runs shall be rigid conduit and threaded connectors as specified elsewhere.
    - c) All areas subject to exterior conditions such as overhangs, galvanized rigid steel conduit shall be used.
  2. Roofs:
    - a) Conduit is not to be installed on roofs, without written authorization by OAR for specific conditions.
    - b) When approved by written authorization conduit shall comply with the following:
      - 1) Be PVC coated rigid galvanized metal conduit.
      - 2) All fittings, etc. are to be PVC coated.

- 3) Conduit shall be supported above roof at least 6 inches using approved conduit supporting devices. Refer to applicable roofing specifications.
- 4) Fasten supports to roof per roofing manufacturer's recommendations.

E. Interior Dry Locations:

1. Concealed:
  - a. Use rigid galvanized steel and electrical metallic tubing. Thickwall non-metallic conduit (PVC) may be used inside block walls up to first outlet to a maximum of 40" A.F.F. except where prohibited by the NEC.
2. Exposed:
  - a) Use rigid galvanized steel and electrical metallic tubing. EMT may only be used where not subject to damage which is interpreted by this specification to be above 96" AFF and exiting the top of panelboards, terminal cabinets, and control panels.
3. Concealed or exposed flexible conduit:
  - a) Concealed: Flexible steel conduit or seal tight flexible steel conduit shall be in lengths not longer than six (6) feet in length with a ground conductor firmly attached to the terminating fitting at the extreme end of the flex. Direct change over from conduit to flexible conduit is not acceptable unless written permission is granted by OAR or specifically noted on drawings.
  - b) Exposed: Liquid tight flexible steel conduit shall be used for connections to motors, movable equipment, or vibration equipment (transformers, pumps, AHU's, loading bridges, etc.) as specified herein. Lengths shall not exceed four (4) feet in length unless written authorization by OAR for specific conduits is granted. Connections to vibration equipment, motors, etc shall be made with wire mesh grip fittings as specified herein. Flexible steel conduit is not acceptable in exposed locations. All exposed flexible metal conduit shall be liquid tight.

F. Interior Wet and Damp Locations:

1. Use rigid galvanized steel in interior wet and damp locations. Areas which are subject to direct exterior conditions such as parking garages and open ramp overhangs shall be classified "WET/EXTERIOR LOCATION."

G. Concrete Columns or Poured in-place Concrete Wall Locations:

1. Use thickwall non-metallic conduit. Penetration shall be by approved metal raceway (i.e. metal conduit as required elsewhere in these specifications).

H. Corrosive Locations:

1. Comply with all codes and standards.

**3.2 ADDITIONAL REQUIREMENTS FOR RIGID METAL STEEL CONDUIT**

- A. Rigid metal conduit shall be cut and threaded with tools approved for the purpose and by qualified personnel.
  - 1. Approved pipe vise.
  - 2. Roller/bade type cutter or band saw.
  - 3. Reamer capable of completely removing al ridges or burrs left by the cutter. Reaming with pliers is not acceptable.
- B. Hangers shall be installed 8 ft. apart.
- C. Conduits stubbed through floor slabs, above grade and not contained inside walls, shall be rigid galvanized metallic conduit.
- D. One hole pipe straps shall be malleable iron. Wet location applications shall include malleable iron back clamp spacers.
- E. Use of two piece threaded union fittings and rigid set screw fittings are not permitted. Threaded unions may be acceptable where required for special field conditions only when special written permission is granted by OAR.

**3.1 ADDITIONAL REQUIREMENTS FOR INTERMEDIATE METAL CONDUIT (IMC)**

- A. May be installed only by special written permission.
- B. If written approval is received then IMC may be used in locations acceptable by NEC and elsewhere in these specifications, whichever is most stringent.

**3.3 ADDITIONAL REQUIREMENTS FOR FLEXIBLE STEEL CONDUIT AND LIQUID-TITE FLEXIBLE METAL CONDUIT**

- A. Shall be properly grounded.
- B. Shall be installed with approved fittings.
- C. Shall be used for final connections to vibrating equipment such as motors, pumps, transformers, etc.
- D. Liquid-tight conduit termination connectors at vibration equipment (i.e. pumps, AHU's, motors, moveable equipment, etc) shall be provided with wire mesh grips.

**3.4 ADDITIONAL REQUIREMENTS FOR NON METALLIC CONDUIT (PVC)**

- A. PVC conduit is not allowed anywhere inside building(s) except underground, in slab, in poured in place concrete, and in block wall up to first outlet box (if not over 40" AFF) if allowed by codes. In elevated slabs, conduit is permitted only where written consent is granted by Structural Engineer, regardless of that shown or noted by drawings. Install as directed by Architect/Structural Engineer.
- B. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- C. Threads will not be permitted on PVC conduit and fittings, except for rigid steel to PVC couplings.
- D. Installation of PVC conduit shall be in accordance with manufacturer's recommendations.
- E. PVC conduit shall not be used to support fixture or equipment.
- F. Field bends or direction changes shall be by manufactured bends only. Heating with flame and hand held dryers are prohibited.
- G. PVC fittings and elbows shall be by same manufacture as conduit.

### **3.5 ADDITIONAL REQUIREMENTS FOR PVC COATED CONDUIT**

- A. All cuts, pinholes and ends shall be sealed using liquid PVC patch. PVC coated conduit shall be thoroughly inspected after installation to assure all voids, cuts, pinholes or other violation of the integrity of the PVC coating are sealed.

### **3.6 SUPPORTS**

- A. Comply with the requirements of Section 26 05 29 Hangers and Supports for Electrical Systems.
- B. Arrange supports to prevent misalignment during wiring installation.

### **3.7 EXPANSION/DEFLECTION FITTINGS**

- A. Provide suitable fittings to accommodate expansion and deflection where conduit crosses, control and expansion joints.
- B. Expansion fittings shall be installed in the following cases:
  - 1. In each conduit run wherever it crosses an expansion joint in the concrete structure.

2. On one side of joint with its sliding sleeve end flush with joint, and with a length of bonding jumper in expansion/deflection equal to at least three times the normal width of joints.
3. In each conduit run which mechanically attaches to separate structures to relieve strain caused by shift on one structure in relation to the other.
4. In straight conduit run above ground that is more than one hundred feet long and interval between expansion/deflection fittings in such runs shall not be greater than 100 feet.

### **3.8 GROUNDING**

- A. All raceways shall have a copper system ground conductor throughout the entire length of circuit installed within conduit in strict accordance with NEC codes.
- B. Grounding conductor shall be included in total conduit fill determining conduit sizes, even though not included or shown on drawings.
- C. Grounding conductors run with exterior/ underground feeders shall be bare only.
- D. Grounding conductors run with feeders shall be bonded to portions of conduit that are metal by approved ground bushings.
- E. See other sections of these specifications for additional requirements.
- F. Grounding conductors (including lightning protection down conductors) run in metal conduit shall be bonded to metal conduit at both ends.

### **3.9 CONDUITS PENETRATING 2 HOUR ASSEMBLIES OR GREATER**

- A. Conduits with conductors penetrating the wall shall have blow out patches on each side of the wall.
- B. Multiple conduits run through rated walls side by side shall have blow out patches on each side of the wall.
- C. Data or telephone conductors run exposed and penetrating a wall rated 2 hour for fire, smoke or smoke/fire shall be sleeved with steel conduits 30" each side of the wall and conduit ends packed with approved fire sealant.

### **3.10 FIRE AND SMOKE STOPPING**

- A. Contractor is to provide fire stopping and smoke sealing for all penetrations of existing (or new if applicable) fire or smoke assemblies as required to maintain rating of assembly.



- B. All penetrations shall be fire stopped in strict accordance with UL Fire Directory. Submit applicable details for acceptance. Prepare and install as delineated by UL detail(s).
- C. Each penetration shall be identified with the corresponding UL fire assembly number. Labels shall be typed or computer generated minimum 1/2" high black lettering, self-adhesive type.
- D. Comply with UL Fire Directory "F" and "T" ratings respectfully.

### **3.11 FIRE PROTECTION**

- A. Emergency life safety feeder-circuit wiring shall be installed either in spaces fully protected by an approved automatic fire suppression system or shall be a listed electrical circuit protection system with a 1-hour fire rating. Fire circuit protection shall be in accordance with UL Fire Protection equipment Directory and UL Building Materials Directory (latest edition).

### **3.12 VERTICAL RACEWAYS**

- A. Cables in vertical raceways shall be supported per NEC Article 300.19. Provide supporting devices for cables, including any necessary accessible pull boxes as required regardless if shown on drawings or not. Provide and install access panels as required. Coordinate location of pull box and access panel with designer prior to installation. This includes empty raceways for future use.

### **3.13 GENERAL**

- A. Install conduit in accordance with NECA "Standard of Installation." Contractor shall layout all work prior to rough-in.
- B. Install nonmetallic conduit in accordance with manufacturer's instructions.
- C. Arrange conduit to maintain headroom and present neat appearance.
- D. Route conduit installed above accessible ceilings or exposed to view parallel or perpendicular to walls. Do not run from point to point.
- E. Route conduit in and under slab from point-to-point.
- F. Do not cross conduits in slab.
- G. Maintain adequate clearance between conduit and piping.
- H. Maintain 12-inch (300-mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).

- I. Maintain minimum of 3" inch separation between power and communications raceways. Increase separation if so required to comply with EIA/TIA referenced standards.
- J. Systems raceways shall be installed in accordance with ANSI/EIA/TIA Communications Standards.
  - 1. Maintain proper separation between PDS system cables and all power and unshielded cables, as required to prevent noise or crosstalk interference.
  - 2. Raceway bends shall have minimum inside radius of 6 times the internal diameter. Increase bend radius to 10 times for raceway larger than 2 inch size. Provide proper bend for all changes of direction. Pull and splice boxes shall not be used in lieu of a bend.
  - 3. Install raceways so no more than two 90o bends are in any raceway section without a pullbox. Install additional pull boxes as required to maintain maximum of two 90o bends between pull boxes and termination points.
  - 4. Install boxes in straight sections of raceway.
- K. Cut conduit square using saw or pipecutter; de-burr cut ends.
- L. Bring conduit to shoulder of fittings; fasten securely.
- M. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp locations and to cast boxes. Use threaded conduit hubs to fasten conduit to sheet metal boxes, disconnects switches and equipment control panels in wet and exterior locations.
- N. Install no more than equivalent of three 90-degree bends between boxes for power and lighting systems. Use conduit bodies to make sharp changes in direction, as around beams, Use appropriate boxes and conduit bodies for fire alarm, voice/data and sound/paging systems. Use factory elbows for bends in metal conduit larger than 2- inch size.
- O. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- P. Provide pull boxes, junction boxes and fire barrier at fire rated walls as required by NEC Article 300, whether shown on drawings or not.
- Q. Provide continuous fiber poly line 1000 lb. minimum tensile strength pull string in each empty conduit except sleeves and nipples. This includes all raceways which do not have furnished conductors. Pull cords must be fastened to prevent accidental removal. A phenolic or brass nameplate shall be attached to each end indicating the location of both ends of conduit as follows: THIS END = "LOCATION," OTHER END = "LOCATION."
- R. Use suitable seals to protect installed conduit against entrance of dirt and moisture and insects.
- S. Ground and bond conduit under provisions of Section 26 05 26.
- T. Identify conduit under provisions of Section 26 05 53.

- U. Install all conduit concealed from view unless specifically shown otherwise on drawings
- V. Rigid steel box connections shall be made with double locknuts and bushings.
- W. All wire raceways shall be kept clear of plumbing fixtures to facilitate future repair or replacement of said plumbing fixtures without disturbing wire raceways. Except where it is necessary for control purposes, all raceways shall be kept away from items producing heat.
- X. All raceway runs in masonry shall be installed at the same time as the masonry so that no face cutting is required, except to accommodate boxes.
- Y. All raceways shall be run from outlet to outlet as shown on the drawings, unless permission is granted, to alter arrangement shown. If permission is granted arrangement shall be marked on red lined As-Built drawings as previously specified.
- Z. Spare conduit stubs shall be capped and location and use marked with concrete marker set flush with finish grade. Marker shall be 6" round x 6" deep with appropriate symbol embedded into top to indicate use. Also, tag conduits in panels where originating.
- AA. All conduit stubbed above floor shall be strapped to a metal channel supported by conduit driven into ground or tied to steel. Spare conduit stubs shall be capped with a UL listed and approved cap or plug for the specific intended use and identified with ink markers as to source and labeled "Spare".
- BB. All connections to motors or other vibrating equipment including transformers or at other locations where required shall be made with not less than 12" nor more than 24" of flexible liquid-tight steel conduit, with nylon insulated throat connectors and wire mesh grip fittings at both terminations of conduit. Use angle connectors wherever necessary to relieve angle strain on flex conduit.
- CC. Provide a conduit sealing fitting or pliable compound wherever conduit system is exposed to widely temperature changes which may cause condensation within the raceway; as from the inside to the outside of coolers or freezers.
- DD. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation specified under other Sections of these specifications.
- EE. All raceways shall be run in neat and workmanlike manner and shall be properly in accordance with latest edition of NEC with approved conduit clamps, hanger rods and structural fasteners.
- FF. All raceway runs, whether terminated in boxes or not, shall be capped during the course of construction and until wires are pulled in, and covers are in place. No conductors shall be pulled into raceways until construction work which might damage the raceways has been completed.

- GG. Electrical raceways shall be supported independently of all other systems and supports, and shall in every case avoid proximity to other systems which might cause confusion with such systems or might provide a chance of electrolytic actions, contact with live parts or excessive induced heat.
- HH. Raceways, boxes, etc shall not be attached to an acoustical grid ceiling system or support wire per NEC Article 300.11. Support all components directly from building structure.

**END OF SECTION 26 05 33.13**

**SECTION 26 05 33.16  
BOXES FOR ELECTRICAL SYSTEMS**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01. Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of pull and boxes.

**1.3 DESCRIPTION**

- A. Provide and install all boxes (flush or surface) complete with all accessories as required to facilitate installation of electrical system and as required by the N.E.C.
- B. Section includes: Wall and ceiling boxes and junction and pullboxes.
- C. Install pull and junction boxes wherever required for a complete and operating distribution system whether shown on drawings or not.

**1.4 SUBMITTALS**

- A. Submit catalog cut sheet/product data on:
  - 1. Surface cast boxes.
  - 2. Covers.
  - 3. Dimensions - inside and out.
  - 4. Rating of concrete or gauge of metal.
  - 5. Manufacturer
  - 6. All boxes to be used on project.

**1.5 PROJECT AS-BUILT DOCUMENTS**

- A. Record actual locations and mounting heights of pull and junction boxes.

**1.6 REFERENCES AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. and requirements of NEC as suitable for purpose specified and shown.
- B. Conform to the requirements of the following:
  - 1. ANSI/NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.
  - 2. ANSI/NEMA OS 1 - Sheet-steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
  - 3. ANSI/NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports.
  - 4. ANSI/NFPA 70 - National Electrical Code.
  - 5. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

### **1.7 PROJECT CONDITIONS**

- A. Verify field measurements are as shown on Drawings.
- B. Verify locations of outlets in offices and work areas prior to rough-in.
- C. Verify locations of pull and junction boxes prior to rough-in.
- D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose and to maintain required access.

## **PART 2 - PRODUCTS**

### **2.1 GENERAL**

- A. Provide box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, boxes, and corrosion-resistant knockout closures compatible with boxes being used and meeting requirements of individual wiring situations.
- B. All boxes shall be of the size and shape required by NFPA 70 for their respective locations.
- C. Boxes shall be of such form and dimensions as to be adapted to the specific use and location, type of device or fixtures to be used, and number and size of conductors and arrangement, size and number of conduits connecting thereto.
- D. Dimensions of pull and junction boxes shall meet dimensions shown on drawings or dimensions required by NEC, whichever is largest.
- E. Standard 25 cubic inch pull boxes shall meet the requirements of these specifications for outlet boxes as a minimum.
- F. All boxes of 100 cubic inches or more shall be constructed of 14 gauge steel with hot dip galvanized coating.

- G. Handy boxes shall not be used.
- H. Boxes to be one-piece.
- I. 4"x 4" boxes and 4 11/16" x 4 11/16" boxes used as junction boxes shall be one piece.

**2.2 SHEET METAL BOXES:**

- A. ANSI/NEMA OS 1, Galvanized Steel.
- B. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.
- C. Concrete Ceiling Boxes: For concrete location installation, providing fire resistance rating as required.
- D. Interior flush boxes shall be galvanized steel constructed with stamped knockouts in back and sides, and threaded holes with screws for securing box coverplates or wiring devices. T & B, Steel City, Raco or approved substitution.
- E. Ceiling boxes shall be 4" octagonal or 4" square X 1 1/2" deep or larger as required for number and size of conductors and arrangement, size and number of conduits terminating at them.
- F. Switch, wall receptacle, telephone and other recessed wall boxes in drywall shall be 4" square X 1 1/2" deep. For recessing in exposed masonry, provide one piece 4" square x 1 1/2" deep wall boxes with appropriate 4" square cut tile wall covers Steel City series #52-C-49/52-C-52 or approved substitution. For recessing in furred-out block walls, provide 4" square box with required extension for block depth and required extension for drywall depth.
- G. For Communication/Systems Telephone, Data, TV, CCTV, Video, and Computer device boxes shall be 4" square x 2 1/8" deep, minimum. Increase box to 4-11/16" with single gang plaster ring as required for special devices respectfully.
- A. Large Pull Boxes: Boxes larger than 400 cubic inches in volume or 20 inches in any dimension:
  - 1. Use hinged enclosure under provisions of Section 26 27 16 Electrical Cabinets and Enclosures.
- H. Exterior, damp location and wet location pull and junction boxes shall be NEMA 4x stainless steel.

**2.3 CAST BOXES:**

- A. NEMA FB 1

- B. Interior surface boxes and conduit bodies installed from 0" AFF to 90" AFF (including fire alarm device backbox) shall be heavy cast aluminum or iron with external threaded hubs for power devices and threaded parts for low voltage devices - Appleton, Crouse Hinds or approved substitution. Trim rings shall also be of one piece construction.
- C. Weatherproof boxes shall be constructed of corrosion-resistant cast iron suited to each application and having threaded conduit hubs, cast metal face plate with spring-hinged waterproof cap suitable configured, gasket, and corrosion-proof fasteners.
- D. Boxes to be Type FD unless otherwise noted on drawings.
- E. Free standing cast boxes are to be type FSY (with flange). Other cast zinc boxes are not acceptable.

**2.4 SURFACE-MOUNTED CAST METAL BOX:**

- A. NEMA 250, Type 4; flat-flanged, surface-mounted junction box.
- B. Material: Cast aluminum.
- C. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.
- D. Provide all hubs as required for conduit connections.

**2.5 IN-GROUND PULL BOXES:**

- A. Material: Pre-cast concrete.
- B. Bottom: Open with 6" of gravel for drainage.
- C. Cover: Meet Florida Dept. of Transportation requirements for heavy traffic.
- D. Solid sides constructed to facilitate conduit entries.

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Install per NEC.
- B. Install electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.



- C. Install electrical boxes to maintain headroom and to present neat mechanical appearance.
- D. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- E. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.
- F. Above ceiling outlet and junction boxes shall be installed to permit readily accessible access from ladder or staging from corresponding floor without the need to extend ladder up through ceiling system to facilitate ease of maintenance.
- G. Install boxes to preserve fire resistance rating of partitions and other elements.
- H. Align adjacent wall-mounted boxes for switches, thermostats, and similar devices with each other.
- I. Outlets for 120V clocks shall be recessed so that the clock will hang flush with the finished surface of the wall.
- J. Use flush mounting boxes in finished areas.
- K. Do not install flush mounting boxes back-to-back in walls; provide minimum 6 inch separation. Provide minimum 24 inches (one stud space) separation in acoustic and rated walls.
- L. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- M. Use stamped steel bridges to fasten flush mounting box between studs.
- N. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- O. Lighting control switches shall be located at the latch side of door. If the drawings indicate otherwise, issue a request for clarification prior to rough-in.
- P. Support all boxes from structure with minimum of one (1) 3/8" all-thread rod hangers. Boxes larger than 25 square inches shall be supported with two (2) all-thread rod hangers, minimum.
- Q. Do not fasten boxes to ceiling support wires.
- R. Support boxes independently of conduit.
- S. Pull boxes shall be installed in straight runs of conduit only. Pull boxes shall not be used in place of a conduit bend.
- T. Use gang box where more than one device is mounted together. Do not use sectional box.
- U. Use gang box with plaster ring for single device outlets.

- V. Comply with applicable portions of the National Electrical Contractor's Association's (NECA) "Standard of Installation".
- W. Install outlets in the locations shown on the drawings; however, the OAR shall have the right to make, prior to rough-in, slight changes in locations to reflect room furniture layouts.
- X. Coordinate each electrical box so that the type is suitable for the wall or ceiling construction anticipated and suitable fireproofing is built into fire rated assemblies.
- Y. Relocate electrical boxes as required so that electrical devices, once installed, will be symmetrically located with respect to the room layout.
- Z. All boxes shall be installed in a flush rigid manner with box lines at perpendicular and parallel angles to finished surfaces. Boxes shall be supported by appropriate hardware selected for the type of surface from which the box shall be supported. For example, provide metal screws for metal, wood screws for wood, and expansion devices for masonry or concrete. No surface mounted boxes will be allowed without OAR approval.
- AA. For damp and wet locations provide weatherproof boxes and accessories.
- BB. As a minimum, provide pull boxes in all raceways over 150 feet long. The pull box shall be located near the midpoint of the raceway length.
- CC. Provide knockout closures to cap unused knockout holes where blanks have been removed, and plugs for unused threaded hubs.
- DD. Provide conduit locknuts and bushings of the type and size to suit each respective use and installation.
- EE. Boxes and conduit bodies shall be located so that all electrical wiring is accessible.
- FF. Avoid using round boxes where conduit must enter box through side of box which would result in a difficult and insecure connection with a locknut or bushing on the rounded surface.
- GG. All flush outlets shall be mounted so that covers and plates will finish flush with finished surfaces without the use of shims, mats or other devices not submitted or approved for the purpose. Add-a-Depth rings or switch box extension rings (Steel City #SBEX) are not acceptable. Plates shall not support wiring devices. Gang switches with common plate where two or more are indicated in the same location. Wall-mounted devices of different systems (switches, thermostats, etc.) shall be coordinated for symmetry when located near each other on the same wall. Outlets on each side of walls shall have separate boxes. Through-wall type boxes shall not be permitted. Back-to-back mounting shall not be permitted. Trim rings shall be extended to within 1/8" of finish wall surface.
- HH. Boxes mounted in metal stud walls, are to be supported to studs with minimum of two (2) self-tapping screws inside, at the back of box, to a horizontal stud brace between vertical studs or

pre-manufactured heavy duty box bracket equal to Caddy Corporation # SGB/TSGB series, to prevent movement of box after wall is finished.

II. All boxes that do not receive devices in this contract are to have blank plates installed matching wiring device plates.

JJ. Mount Height.

1. Height of wall outlets to bottom above finished floors shall be as follows, unless specifically noted otherwise, or unless otherwise required by applicable codes including ADA. Verify with the Architectural plans and shop drawings.

- a) Switches: 4'-0" AFF to top
- b) Receptacles: 1'-4" AFF to bottom
- c) Lighting Panels: 6'-6" AFF maximum to centerline of highest breaker/fuse
- d) Phone Outlets: 1'-4" AFF to bottom
- e) ADA Wall Phones: (See part 3.1, Item HH.(4.) below)
- f) Fire Alarm Pull Stations: 4'-0" AFF to top
- g) Fire Alarm Strobe Lights: 80" AFF to bottom of globe or 6" below ceiling to top, whichever is lower

2. Bottoms of outlets and switches above counter tops or base cabinets shall be minimum 2" above counter top or backsplash, whichever is highest. Outlets and switches may be raised so that bottom rests on top of concrete block course, but all outlets above counters in same area shall be at the same height. Coordinate outlet locations in relation to all casework shown on Architectural plans, prior to rough-in, regardless of height shown on Electrical drawings.

3. Height of wall-mounted fixtures shall be as shown on the drawings. Fixture boxes shall be equipped with fixture studs when supporting fixtures.

4. Coordinate locations and mounting heights of boxes for all phones with architect, phone system installer and approved shop drawings prior to rough-in. Install as directed, including requirements of ADA. In general, ADA wall phones shall be at a maximum of 54" to highest operable part essential to basic operation of telephone with side reach and maximum of 48" forward reach as defined by 3.1 HH.1.

KK. Special Purpose Outlets.

1. Locate special purpose outlets as indicated on the drawings for the equipment served. Location and type of outlets shall be coordinated with appropriate trades involved. Coordinate roughing-in locations. Provide plug for each outlet.

LL. Outlets in Rated Assemblies and Smoke Barriers.

1. Metallic and approved non-metallic electrical boxes may be installed in vertical fire resistive assemblies or smoke barriers without affecting the classification, provided such

openings occur on one side only in each framing space and that openings do not exceed 16 sq. inches.

2. All clearances between such boxes and the gypsum board must be completely filled with joint compound or other approved materials.
3. The wall must be built around outlets of larger size so as not to interfere with the integrity of the wall rating.

### **3.2 IN GROUND PULL BOXES**

- A. Provide and install ground rod in each pull box. Connect #2 copper ground wires (counterpoise) to ground rod, run out pullbox 6" over conduits to next pull box; tie to respective building electrical ground rod at each building.
- B. Install pull boxes flush with finished grade. Provide extensions as required.

### **3.3 INTERFACE WITH OTHER PRODUCTS**

- A. Coordinate installation of box for products furnished under all Sections of these specifications.
- B. Coordinate locations and sizes of required access doors with applicable sections in these specifications.
- C. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- D. Coordinate mounting heights and locations of outlets mounted above counters, benches and backsplashes.
- E. Position boxes to locate luminaires as shown on reflected ceiling plan.

### **3.4 ADJUSTING**

- A. Adjust flush-mounting outlets to make front flush with finished wall material.
- B. Install knockout closure in unused box opening.
- C. Install pull and junction boxes as shown on drawings or as required by the National Electric Code (NEC). Identification of boxes is required. Phenolic labels or permanent marks with voltage, circuit, panel, fed from, location of source, location of load.
- D. Pull and junction boxes (not in-ground type) used for systems larger than 25 square inches shall be hinged cover type with flush latches operated with screwdriver.

- E. Pull and junction boxes larger than 25 square inches shall be supported with (2) all-thread rod hangers minimum. Increase quantity and size of all-thread rod hangers as required for application, and to eliminate movement and swaying.

**END OF SECTION 26 05 33.16**

**SECTION 26 05 53  
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01 Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of identification for electrical equipment.

**1.3 DESCRIPTION**

- A. Provide and install all equipment, labor and material for a complete identification system, including but not limited to:
  - 1. Nameplates and labels.
  - 2. Wire and cable markers.
  - 3. Conduit markers.
  - 4. Identify all new and existing conduits, boxes, equipment, etc. as specified herein.

**1.4 REFERENCES AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- B. Conform to the requirements of the following:
  - 1. ANSI/NFPA 70 - National Electrical Code.
  - 2. Americans with Disabilities Act - 1990.

**PART 2 - PRODUCTS**

**2.1 NAMEPLATES**

- A. Nameplates for Normal Branch Power shall be laminated black phenolic plastic with chamfered edges and white engraved lettering.
- B. Letter Size:
  - 1. 1/8 inch for identifying individual equipment and loads.
  - 2. 1/4 inch for identifying grouped equipment and loads.
- C. Nameplates shall adequately describe the function of the particular equipment involved. Where nameplates are detailed on the drawings, inscription and size of letters shall be as shown and shop drawing submitted for approval. Nameplates for panelboards and switchboards shall include the panel designation, voltage and phase of the supply. For example, "Panel A, 120/208V, 3-phase, 4-wire". In addition, provide phenolic label in panel to describe where the panel is fed from. For example, "Fed From MDP-1:3:5". The name of the machine on the nameplates for a particular machine shall be the same as the one used on all motor starters, disconnect and P.B. station nameplates for that machine.
- D. The following items shall be equipped with nameplates: All motors, motor starters, motor-control centers, push-button stations, control panels, time switches, disconnect switches, transformers, panelboards, circuit breakers (i.e., all 2 pole, 3 pole C.B.'s), contactors or relays in separate enclosures, power receptacles where the nominal voltage between any pair of contacts is greater than 150V, wall switches controlling outlets that are not located within sight of the controlling switch, high voltage boxes and cabinets, large electrical, and electrical systems junction and pull boxes (larger than 4 11/16"), terminal cabinets, terminal boards, and equipment racks. Nameplates shall also describe the associated panel and circuit number (if applicable).
- E. All Electrical System panels, transfer switches, etc. shall be labeled per branch, i.e.: "Panel ABC-Life Safety Branch" (similar for critical or equipment branch).
- F. All receptacles shall be clearly labeled with panel/circuit designation.
- G. All junction/pull boxes shall receive phenolic labels clearly labeling circuitry/cabling/etc., within.

## **2.2 WIRE MARKERS**

- A. Description: Cloth, tape, split sleeve, or tubing type wire markers.
- B. Locations: Each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
- C. Legend:
  - 1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings including neutral conductor.

2. Low voltage circuits (circuits under 120V):

D. Control wire number indicated on schematic and interconnection diagrams on shop drawings.

### **2.3 CONDUIT/JUNCTION BOX MARKER**

A. All new and existing junction boxes/cover plates for power, lighting and systems (except those installed in public areas) shall adequately identify its associated systems panel and circuit number. Identification shall be by means of black permanent marker. (Paint one-half cover plate with appropriate color above, and one-half with associated panel/circuit or system as described above.)

### **2.4 DEVICE COVER PLATE IDENTIFICATION**

A. Description: Self-adhesive clear printed labels with Black typed letters (pre-printed, dot matrix, or laser).

B. Locations:

1. Each new receptacle cover plate.
2. Each existing receptacle cover plate in areas of remodel/renovation.

C. Legend:

1. Receptacle plates shall adequately describe its associated panelboard and circuit reference.
2. System plates shall adequately describe its terminal board, or terminal cabinet, termination cable identifier and assigned user code number.

### **2.5 UNDERGROUND WARNING TAPE**

A. Description: 6 inch wide plastic tape, detectable type, colored red with suitable warning legend describing buried electrical lines, one strip per 24" of duct.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

A. Degrease and clean surfaces to receive nameplates and labels.

### **3.2 APPLICATION**



- A. Install nameplate parallel to equipment lines.
- B. Secure nameplate to equipment front using stainless steel pop rivets.
- C. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- D. Nameplates installed inside on dead front cover shall be self adhesive tape. (Do not drill or install screws in dead front.)
- E. Identify new and existing conduit, junction boxes, and outlet boxes using field painting.
- F. Identify new underground conduits using underground warning tape. Install one tape per 24 inches of trench at 3 inches below finished grade.
- G. Install wire markers at all new and existing connections and terminations.

**END OF SECTION 26 05 53**

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**SECTION 26 24 16  
PANELBOARDS**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01 Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of panelboards.

**1.3 DESCRIPTION**

- A. Provide all labor, materials, and equipment necessary to properly and completely install panelboards as scheduled on the drawings and as required by this section.

**1.4 SUBMITTALS**

- A. Submit product data on each basic panelboard construction type, showing manufacturer's standard construction data including:
  - 1. Cabinet construction/dimensions.
  - 2. Bus construction.
  - 3. UL labeling.
  - 4. Each overcurrent device.
- B. Shop drawings shall be submitted for each panel and clearly indicate the following information:
  - 1. Label.
  - 2. Each circuit breaker amperage rating, circuit number and position/location in panel.
  - 3. Electrical characteristics of panel.
  - 4. Mains rating.
  - 5. Main device rating.
  - 6. Mounting.
  - 7. Dimension, width, depth, height.
  - 8. Bus material.
  - 9. Interrupting capacity of minimum rated breaker.
  - 10. Panel type.

**1.5 PROJECT AS-BUILT DOCUMENTS**

- A. Record actual locations of Panelboards on red lined as-built documents and indicate actual branch circuit arrangement.

**1.6 OPERATION AND MAINTENANCE DATA**

- A. Provide spare parts data listing; source and current prices of replacement parts and supplies; and recommended maintenance procedures and intervals.

**1.7 QUALITY ASSURANCE**

- A. Manufacturer: Company specializing in manufacturing products specified for minimum ten years.

**1.8 REFERENCES AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by UL as suitable for purpose specified and indicated.
- B. Conform to the requirements of the following:
  - 1. ANSI/NFPA 70 - National Electrical Code.
  - 2. NECA (National Electrical Contractors Association) - "Standard of Installation."
  - 3. NEMA AB 1 - Molded Case Circuit Breakers.
  - 4. NEMA PB 1 - Panelboards.
  - 5. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
  - 6. UL 67 - Panelboards
  - 7. UL 50 - Cabinets and Boxes
  - 8. Fed. Spec. W-P-115C

**1.9 FIELD MEASUREMENTS**

- A. Verify that field measurements are as instructed by manufacturer.

**1.10 MAINTENANCE MATERIALS**

- A. Provide two keys per panelboard.

**1.11 DELIVERY, STORAGE AND HANDLING**

- A. Handle panelboards and enclosures carefully to prevent damage.
- B. Store equipment indoors and protect from weather.
- C. Deliver tubs and internal assemblies sufficiently in advance of installation period as necessary to prevent delay of work.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Square D. No substitution to coordinate with existing panelboards.

**2.2 GENERAL**

- A. Lighting and Appliance Branch Circuit Panelboards: NEMA PB1, circuit breaker type, dead front, UL 67.
- B. Panelboard Bus: Copper ratings as indicated. Provide copper ground bus in each panelboard. Provide isolated full size neutral bus where neutral is applicable. Provide non-linear load panelboards as specified on drawings. Non-linear panelboards shall have 200 percent rated neutral busbar.
- C. Short-Circuit Rating:
  - 1. Minimum short circuit interrupting capacity: 10,000 amperes rms symmetrical for 240 volt panelboards; 14,000 amperes rms symmetrical for 480 volt panelboards. Bus shall be braced for minimum capacity equal to or greater than the lowest breaker symmetrical interrupting capacity. Minimum short circuit rating shall be increased to meet the following requirements:
    - a) Individual C.B. AIC Rating shown on panel schedules indicate lowest AIC rating allowed for individual circuit breaker in panel.
    - b) Circuit breakers shall be based on a fully rated system.
    - c) Circuit breaker types are not specified. Provide breakers to comply with the required AIC specified.
- D. Enclosure:
  - 1. Enclosures shall be at least 20 inches wide made from galvanized steel. Provide minimum gutter space in accordance with the National Electrical Code. Where feeder cables supplying the mains of a panel are carried through its box to supply other electrical equipment, the box shall be sized to include the additional required wiring space. At least four interior mounting studs with adjustable nuts shall be provided.

2. Enclosures shall be provided with blank ends.
3. Where indicated on the drawings, branch circuit panelboards shall be column width type.
4. Regulatory Requirements:
  - a) NEMA PB 1, Type 1, Interior dry locations.
  - b) NEMA PB 1, Type 3R, Interior damp locations.
  - c) NEMA PB 1, Type 4X stainless steel watertight, Exterior locations including those noted on drawings to be NEMA 3R.
  - d) NEMA PB 1, Type 4X stainless steel watertight, interior wet locations, and wash-down areas, regardless of that noted on drawings.
  - e) UL 50

E. Cabinet box:

1. 6 inches (153 mm) deep; width: 20 inches (508 mm), minimum.
2. Interior dry and damp locations shall be constructed of galvanized code gauge steel, to prevent rust.
3. Exterior, wash-down areas, and Interior wet locations shall be constructed of type 4X stainless steel, watertight.

F. Cabinet Front:

1. Flush or surface with concealed trim clamps, concealed hinge, and flush lock all keyed alike.
2. Shall be door-in-door construction.
3. Finish in manufacturer's standard baked enamel finish for interior dry locations. Interior damp location panels to be painted with rust inhibit primer epoxy paint top coat system.
4. Exterior, wash-down areas, and Interior wet locations shall be constructed of type 4X stainless steel, watertight.

G. Panels and breakers shall be rated for voltage and class of service to which applied.

H. Spaces:

1. Space provisions or spaces for future breakers shall be located at the bottom of the panel and be fully bussed complete with all necessary mounting hardware less the breaker.

**2.3 MAINS**

- A. Provide main lug only (MLO) or main circuit breaker (MCB) as noted on drawings either by riser diagram or by schedule. Where conflict exists, provide MCB.
- B. Regardless of what is shown on drawings provide the following minimum requirements.

1. Main circuit breaker on each panel serving building main if required by applicable codes.
  2. Main circuit breaker on each panel fed directly from a transformer (unless disconnect with overcurrent devices is installed in feeder between transformer and panel).
- C. Provide lugs as required for conductors being connected to panelboard lugs, circuit breakers, etc.
- D. Main circuit breaker is not to be mounted as branch breaker or subfeed breaker.

## **2.4 CIRCUIT BREAKERS**

### **A. General**

1. Molded Case Circuit Breakers: NEMA AB 1, plug-on type for 250V or less, bolt-on type for over 250V, thermal magnetic trip circuit breakers, with common trip handle for all poles. Provide circuit breakers UL listed as Type SWD for lighting circuits. Provide UL Class A ground fault interrupter circuit breakers where scheduled. Do not use tandem circuit breakers.
2. Current Limiting Molded Case Circuit Breakers: NEMA AB 1. Provide circuit breakers with integral thermal and instantaneous magnetic trip in each pole, coordinated with automatically resetting current limiting elements in each pole.

### **B. Main Breakers:**

1. Main breakers shall be individually mounted separate from branch breakers.
2. Covered by a metal plate, except for operating handle.
3. Connection from the load's side to the panel bus shall be bus bar. Insulated wire not permitted.

### **C. Branch Breakers:**

1. Thermal-magnetic, molded case, with inverse time-current overload and instantaneous magnetic tripping, unless otherwise shown. Breakers shall be calibrated for 40 degrees C or shall be ambient compensating.
2. Quick-make, quick-break, with tripped indication clearly shown by breaker handle taking a position between ON and OFF.
3. Multi-pole breakers shall have common internal trip. No handle ties between single pole breakers are acceptable for this Project.
4. Single pole 15 and 20 ampere circuit breakers shall be rated for switching duty and shall be labeled as "SWD".
5. Rating shall be as called for under "2.2 GENERAL".
6. Ground Fault Circuit Interrupters (GFI):
  - a) Provide UL Class (5 milliamp sensitivity) ground fault circuit protection on 120 VAC branch circuits for exterior location receptacles and for interior locations where

required by NEC. (These may not be indicated on Panel Schedule.) This protection shall be an integral part of the branch circuit breaker which also provides overload and short circuit protection for branch circuit wiring. Tripping of a branch circuit breaker containing ground fault circuit interruption shall not disturb the feeder circuit to the panelboard. Provide separate neutral for circuits on GFI breakers whether indicated on drawings or otherwise.

7. Breakers feeding heating and air conditioning equipment shall be rated HACR type breaker.

### **PART 3- EXECUTION**

#### **3.1 PREPARATION/INSPECTION/EXAMINATION**

- A. Verify that surface is suitable for panelboard installation. Do not install NEMA 1 equipment until building has reached the "dried-in" stage.
- B. Examine area to receive panelboard to assure adequate clearance for panelboard installation.
- C. Verify prior to installation that National Electrical Code clearances will be maintained after installation. Rework equipment locations as required to provide electrical code clearances.
- D. Start Work only after unsatisfactory conditions are corrected.
- E. Submit coordination drawings of all electrical rooms, showing all equipment. Comply with Section 26 00 10 Basic Electrical Requirements.

#### **3.2 INSTALLATION**

- A. Install panelboards in accordance with NEMA PB 1.1. Install all panelboards and panelboard enclosures in accordance with the manufacturer's written instructions, NECA's "Standard of Installation", the applicable requirements of the National Electrical Code, and recognized industry practices.
- B. Install panelboards plumb. Install recessed panelboards flush with wall finishes. Provide supports in accordance with Section 26 05 29 Supporting Devices.
- C. Panelboards shall be provided with structural framing located within gypsum board partitions. All enclosures shall be firmly anchored to walls and supporting structures (where used) using appropriate hardware. Provide supporting channels on walls constructed of gypsum board or where otherwise necessary to provide a mechanically secure and permanent installation. Attach channels to framing provided within gypsum board partitions.
- D. Enclosures shall be installed so that the top is 6'-6" above finished floor.



1. Where the size of the enclosure is such that the top cannot be installed at 6'-6", the top of the enclosure shall be kept as low as possible.
- E. Panelboard backboxes/trim covers mounted adjacent to each other (i.e. multi-section panels, etc) installed in finished areas be of same size.
- F. Provide filler plates for unused spaces in panelboards.
- G. Provide typed circuit directory from panelboard manufacturers' original card stock, for each branch circuit panelboard. Mount a typewritten directory showing the actual circuit numbers, type of load and room names on inside of door. Room names shall be actual names or numbers used, not necessarily shown on the drawings. Progress Drawings shall show same arrangements as the Directory. Revise directory to reflect circuiting changes required to balance phase loads.
- H. Provide four each 1 inch spare conduits out of each recessed panelboard to an accessible location above ceiling. Identify each as SPARE.
- I. Clean the interior of each panelboard before installing conductors. At all times, keep the interior trim and exterior surfaces of the panelboard free of rust and debris. Repaint finishes if necessary.
- J. Coordinate all raceways and conductors with their respective panelboards so that all connections and conductors routing present an orderly appearance. Conductors in the panelboards shall be neatly laced and arranged in orderly manner.
- K. Collect all keys upon delivery of panelboard. Store keys on one ring to be kept by project superintendent. Forward key ring with keys to OWNER at substantial completion.
- L. Provide a separate neutral conductor for each GFI breaker. These shall not be combined to serve more than 1 circuit, even where on different phases. Increase plan indications of conductors for neutral wires required, as necessary.
- M. Conduit or piping systems that contain water or liquid of any kind shall not be installed over the top of any electrical equipment, transformers, racks, cabinets, or enclosures without prior written approval from the Owner.

### **3.3 IDENTIFICATION**

- A. Refer to Section 26 05 53 Electrical Identification for products and content.
- B. Provide engraved plastic nameplates under the provisions of 26 05 53.
- C. Nameplate shall show panel name, voltage and name of panel that feeds this respective panel, and UL short circuit rating.

### **3.4 FIELD QUALITY CONTROL**

- A. Measure steady state load currents at each panelboard feeder; rearrange circuits in the panelboard to balance the phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.
- B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.
- C. All circuits shall be operated to establish a good working order and checked for shorts.
- D. All panel directory circuit numbers shall be checked to verify accuracy of the number.
- E. Tests:
  - 1. Test Panelboards and panelboard feeders per requirements of Section 26 00 90 Tests and Performance Verification.
  - 2. Feeder conductors shall be checked by approved means to establish the absence of shorts to ground; insulation value, etc. and the result recorded and submitted to the Designer.
  - 3. Submit Conductor Insulation Resistance Test per requirements of Section 26 00 90.
  - 4. Submit Tabulation Data Voltage and Amperage Readings per requirements of Section 26 00 90.
- F. Equipment Checkout:
  - 1. Where and when requested by Designer/Owner provide (during construction):
    - a) Inspection of equipment by authorized equipment manufacturer technician complete with submittal of statement of findings by technician, and providing any adjustments deemed necessary for a complete and operating system.
    - b) Submit Equipment Checkout Memo per Section 26 00 90.

### **3.5 ADJUSTMENT AND CLEANING**

- A. Adjust operating mechanisms for free mechanical movement.
- B. Tighten bus connections and mechanical fasteners.
- C. Touch up scratched and marred surfaces to match original finish.

END OF SECTION 26 24 16

**SECTION 26 27 26  
WIRING DEVICES**

**PART 1- GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Contractual Conditions and Division 01 Specification sections apply to this section.

**1.2 SUMMARY**

- A. This section includes the requirements for provision and installation of wiring devices.

**1.3 DESCRIPTION**

- A. Provide and install all equipment, labor, material, accessories, and mounting hardware for a complete and operating system for the following:
  - 1. Wall switches.
  - 2. Wall dimmers.
  - 3. Receptacles.
  - 4. Device plates and decorative box covers.

**1.4 SUBMITTALS**

- A. Submit Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations including all types of wiring devices, plates and engraving.
- B. Submit Manufacturer's Instructions:
  - 1. Indicate application conditions and limitations of use stipulated by product testing agency specified under regulatory requirements.
  - 2. Include instructions for storage, handling, protection, examination, preparation, operation and installation of product.

**1.5 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years experience.

**1.6 REFERENCES AND REGULATORY REQUIREMENTS**

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.
- B. Conform to the requirements of the following:
  - 1. ANSI/NFPA 70 - National Electrical Code
  - 2. NEMA WD 1 - General Purpose Wiring Devices.
  - 3. NEMA WD 5 - Wiring Devices, Special Purpose
  - 4. NEMA WD 6 - Wiring Device Configurations.

**PART 2- PRODUCTS**

**2.1 GENERAL**

- A. All devices shall be Specification Grade as minimum.
- B. General purpose wiring devices shall meet NEMA standard WD-1, wiring devices, general purpose. Special purpose devices shall conform to the requirements of NEMA standard WD-5, wiring devices, special purpose.
- C. All wiring devices shall bear UL labels.
- D. All devices of one type shall be by the same Manufacturer.
  - 1. "Hazardous Location" and special purpose devices as may not be available from the same manufacturer shall constitute the only exception to this requirement of single source.
- E. Corrosion resistant devices shall be as specified for normal usages, and fabricated of yellow color melamine plastic. Where "Weatherproof" type is indicated for exterior or wet locations, provide matching self-closing cover, with gasketed seals at plate/wall junctions and for cover.
  - 1. Provide factory packaged wiring devices having high impact strength molded plastic bodies.
- F. Except where specifically required, the use of interchangeable type or combination switch-receptacle-pilot devices are not acceptable.

**2.2 WALL SWITCHES**

- A. General:

1. Snap switches for general use shall be maintained contact types, and shall be single-pole, double-pole, three-way, or four-way as required for the specific switching arrangements shown on the drawings. They shall be quiet tumbler operation types, having silver alloy contacts, and meeting all NEMA performance standards. Color to match plates unless specifically noted otherwise.
2. Switches shall be toggle or key-operated types, as indicated on the drawings. All key-operated switches shall be keyed alike.
3. Where switches are denoted as having pilot lights, pilot lights shall glow when the switches are "ON". Provide pilot light switch with lamp and miniature step-down transformer. The pilot light shall have a red lens, and the lamp shall be long-life type.
4. Jewels for use with switches controlling motors shall be green, and jewels for other purposes shall be amber. All units shall be front relampable.
5. Snap switches installed in hazardous locations shall be UL listed for the type of location (class and division).
6. Switches connected to emergency power shall have red lighted handles which shall illuminate when the switches are "Off".
7. Voltage and ampere rating of switches shall be marked on switch, and shall conform to voltage of system to which applied.
8. Switches shall have back and side wired screw pressure terminals.

B. Description: NEMA WD 1, heavy-duty, AC only general-use snap switch.

C. Voltage Rating: 120-277 volts, AC.

D. Current Rating: 20 amperes minimum.

E. Ratings: Match branch circuit and load characteristics.

### 2.3 RECEPTACLES

A. General:

1. All receptacles shall be of standard NEMA configuration, as indicated on the drawings, and shall comply with the respective ANSI C73 series standard for the NEMA configuration. Color to match plates unless specifically noted otherwise.
2. Duplex receptacles shall have integral UL listed self-grounding clips. Similar, single receptacles shall be provided for plug-in connections of industrial fluorescent light fixtures on the same switching circuit. Receptacle face to be impact resistant nylon.
3. Weatherproof duplex receptacles shall be provided in all exterior locations, and shall be Ground Fault Circuit Interrupting (GFCI) types, with weatherproof stainless steel cover plates.
4. Special purpose receptacles for specific equipment shall be grounding types, having the number of poles, voltage and ampere ratings, and NEMA configurations required by the equipment. For each special purpose receptacle, provide an identical mating plug equipped with cord grip, secured to cord.

5. Duplex receptacles shall have back and side wired screw pressure terminals.
6. Receptacles to be installed in shower rooms, locker rooms, toilet rooms, janitors closets, exterior, elevator pit and machine rooms, escalator pits, within six (6) feet of a sink, and other areas as required by NEC, and OSHA Standards shall be ground fault circuit interrupting (GFCI) type, whether specified or not.
7. Receptacles installed for water coolers shall be GFCI type, or a single receptacle as permitted by NEC.

- B. Description: NEMA WD 1; heavy-duty general use receptacle.
- C. Configuration: NEMA WD 6; heavy-duty, general use type as specified and indicated.
- D. Convenience Receptacle: Type 5-20.
- E. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter, and automatic "self-testing feature" to meet regulatory requirements.

#### **2.4 COVER PLATES**

- A. All wiring devices shall be provided with standard size one-piece cover plates of suitable configuration for the number and type of devices to be covered.
- B. Metallic cover plates shall be used in interior spaces, except as noted below, and shall be fabricated of corrosion-resistant #302 stainless steel, having a nominal thickness of .04", and a brushed finish. Screws securing the plates shall have flush (when installed) heads with finish to match plates. Metallic cover plates shall meet all requirements of the National Electrical Code and Federal Specifications.
- C. Cover plates for switches located in corrosive atmospheres (where vaporproof is not indicated) shall consist of a one piece neoprene boot with matching presswitch.
- D. Cover plates for exterior receptacles shall be gasketed covers with hinge allowing plug and cord to be plugged in and activated with cover closed..
- E. Cover plate engraving, where required, shall be accomplished by cover plate manufacturer in accordance with instructions given on the drawings. Metallic plates and nylon plates in ivory, beige, gray, and white shall be engraved with black fill. Red, brown, and black nylon plates shall be engraved with white fill.
- F. Plates for devices connected to emergency power shall be as specified for devices connected to normal circuits, but shall be engraved reading "Emergency", see drawings for other engraving requirements.
- G. Plates for devices connected to computer power panels shall be engraved reading "Computer". Devices connected to emergency computer power panels shall be red in color.

- H. Unless specifically noted otherwise in specs or on drawings all outlets for telephone and other communications and data systems shall be provided with standard size one-piece cover plates having a minimum 3/4 inch diameter, with bushing, in the center unless specifically noted otherwise. Where telephone conductors are installed, plates shall contain telephone type, polarized plug-in receptacles.
- I. Device plates located in secure areas, as noted on drawings, shall have security wall plates (10 gauge) with 12 gauge galvanized steel backplate. All device plates shall have tamperproof screws.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify outlet boxes are installed at proper height.
- B. Verify wall openings are neatly cut and will be completely covered by wall plates.
- C. Verify floor boxes are adjusted properly.
- D. Verify branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

#### **3.2 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean debris from outlet boxes.

#### **3.3 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install devices plumb and level.
- C. Install switches with OFF position down.
- D. In general, lighting control switches shall be located at the lock/strike plate side of door(s). If the drawings indicate otherwise, issue a request for clarification prior to rough-in.
- E. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.

- F. Do not share neutral conductor on load side of dimmers.
- G. Install receptacles with grounding pole on bottom.
- H. Where 2 or more switches or receptacles are to be installed adjacent to one another, provide a multi-gang coverplate. Provide proper NEC barriers in boxes which serve devices for both the Normal and Emergency Systems or a combined system voltage of 480 volt.
- I. Provide device coverplates for every device installed. Cover plates shall be installed so that they appear straight with no gaps between plate edges and the wall. Maintain vertical and horizontal to within 1/16 of an inch.
- J. In finished areas, provide same type of plate for all surface mounted devices as for recessed mounted devices.
- K. In any room, where new and existing construction is present, all receptacles, switches, and coverplates which are existing to remain shall be changed, to match new work.
- L. Wiring devices shall not be installed in exposed masonry until cleaning of masonry with acids has been completed.
- M. All receptacles and switches shall be grounded by means of a ground wire from device ground screw to outlet box screw and branch circuit ground conductor. Strap alone will not constitute an acceptable ground.
- N. All wiring devices, relays, contactors, pushbuttons, selector switches, pilot lights, etc. shall be installed in approved enclosures rated for the appropriate NEMA classified environment.
- O. All devices shall be installed so that only one wire is connected to each terminal.
- P. Once construction is substantially completed, replace all damaged, burned, or scorched wiring devices.
- Q. Receptacles shown to be floor mounted shall be installed in floor boxes (with coverplates) which are approved for this use.
- R. Connect wiring devices by back wiring conductor into compression terminal.
- S. Install protective rings and split nozzle on active flush cover service fittings.

### **3.4 NEUTRAL CONDUCTOR CONNECTIONS**

- A. At each receptacle "in" and "out" phase and neutral conductors shall have an additional conductor "pigtail" for connection to device. The practice of "looping" conductors through receptacle boxes shall not be acceptable.



**3.5 INTERFACE WITH OTHER PRODUCTS**

- A. Coordinate locations of outlet boxes to obtain specified mounting heights.

**3.6 FIELD QUALITY CONTROL**

- A. Inspect each wiring device for defects.
- B. Operate each wall switch with circuit energized and verify proper operation.
- C. Verify that each receptacle device is energized.
- D. Test each receptacle device for proper polarity.
- E. Test each GFCI receptacle device for proper operation.

**3.7 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

**END OF SECTION 26 27 26**

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**AVCON, INC.**  
ENGINEERS & PLANNERS


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**MEMORANDUM**

**Date:** July 7, 2021

**To:** File – 2020.050.02/Meetings

**CC:** Meeting Attendees (noted on attached sheet)

**From:** John Collins, AVCON, Inc. (850-678-0050) 

**Re:** Minutes from Pre-Bid Conference on July 7, 2021  
VPS Security Inspection Facility at  
Destin-Fort Walton Beach Airport

**MINUTES**

A project Pre-Bid Conference was held on July 7, 2021 from 2:00 - 3:00 p.m. at the Destin-Fort Walton Beach Airport with members from Okaloosa County Airports, Okaloosa County Purchasing, AVCON, and interested contractor representatives. A site visit was offered following this meeting with all interested meeting attendees.

The following minutes represent a summary of the salient issues discussed. They are not intended to be a verbatim transcript of the meeting or a part of the contract documents. These minutes are for informational purposes only.

A copy of the meeting agenda, the PowerPoint presentation provided at the meeting, and a list of meeting participants are attached. General introductions were made by Mr. Chad Rogers, Deputy Director for Okaloosa County Airports, followed by a review of the purpose of the meeting by Mr. John Collins, Project Manager for AVCON INC. The following items were discussed:

- **Introduction:** Mr. John Collins welcomed attendees and thanked them for their interest in the project. He stated that the Security Inspection Facility (SIF) is located over the east commercial gate access road at the Destin-Fort Walton Beach Airport and is located outside of the Airport Operations Area (AOA) fence.
- **Initial Activities:** Contractor shall field verify all existing conditions. The initial site preparation shall include installation of silt fence and erosion control improvements. There is an existing waterline located along the south boundary of the project so the contractor is required to hand-dig and locate all utilities with 15 ft of the site before using mechanical equipment is used to prevent damage.
- **Scope of Work:** This project generally includes a 90 x 45 ft pre-engineered metal building (PEMB) to provide protection from the sun and rain during commercial vehicle inspections. The supporting work includes sidewalks, sign relocations, minor grading, concrete footers, electrical power, communication conduits, and lighting. The PEMB also includes a set of metal stairs under the canopy and along the north edge of the road. The PEMB shall be designed by the contractor in accordance with the design requirements specified on Sheets S-1 and S-2 and in accordance with Florida Building Code 2020. All framing and the underside of the roof deck shall be painted white.

VPS Security Inspection Facility Pre-Bid Conference Minutes  
Destin-Fort Walton Beach Airport  
July 7, 2021  
Page 2 of 3

The electrical improvements consist of a 2-inch direction bore between the cargo building electrical panel and the SIF, 2-inch Sch. 40 conduit for communications infrastructure, LED lights on the underside of the roof, and associated electrical panels and junction boxes.

- **Allowances:** The project includes three allowances to include an Unknown Utility Relocation allowance for \$10,000, a Security and IT allowance for \$25,000, and a Permit Fees allowance for \$5,000. The Security and IT allowance is provided to cover costs to run fiber to the SIF and install security cameras. This scope will be coordinated with current airport vendors and paid for by this allowance.
- **Bid Schedule:** The Bid Schedule consists of a lump sum price for all work specified in the Bid Documents, and the three separate allowances.
- **Site Access:** Site access is provided via the existing airport access roads. The commercial gate access road shall remain open until steel erection begins.
- **Staging & Dust Control:** Dust control is an important requirement of this project. Since the commercial gate access road is located immediately east of the active commercial service apron, the contractor shall minimize dust to protect aircraft, equipment, and operations in the vicinity. Although staging of materials should be minimal for this project, the contractor may use the north edge of the adjacent cargo building parking lot as a staging area. The contractor shall be responsible for daily inspections to check for debris on access roads.
- **Future Addenda:** An addendum is anticipated to clarify County IT's requirements for the print on top of the communication pull boxes and detectable tape for the communication conduit.
- **Bid Date:** Mr. Collins began a review of the administrative items. The bid date is Wednesday, July 28, 2021, until 3:00 p.m. central time in Crestview. Bids shall be sealed. Bids received after the specified time will not be considered. The bids will be opened and read aloud to all interested parties. The final day for questions is Friday, July 16 by 4:00 pm.
- **Basis of Award:** The basis of award shall be based on the lowest Total Bid Amount.
- **Bid Documents:** The documents required to be submitted with the bid are listed in the Bid Form.
- **Contract Award:** The contract will be awarded by the County as soon as possible following receipt of the bids.
- **Contract Time:** The contract time to substantial completion is 210 days and the contract time to final completion is 230 days.
- **Liquidated Damages:** Liquidated damages are included in the Okaloosa County Standard Clauses in the bid documents. The amount of these damages is dependent upon the contract amount.
- **Insurance:** The Bid Documents require \$1M of general liability insurance. See Page BOC 3 of 6 for additional insurance requirements.
- **Disadvantaged Business Enterprise:** There is no specific DBE goal for this project. The contractor is required to make a good faith effort to provide DBE participation.
- **E-Verify:** The contractor shall adhere to all E-Verify requirements as stated in the E-Verify Compliance Certification form which shall be completed and submitted with the bid.

VPS Security Inspection Facility Pre-Bid Conference Minutes  
Destin-Fort Walton Beach Airport  
July 7, 2021  
Page 3 of 3

- **Weekly Construction Meetings:** The contractor shall host weekly construction status meetings at the Destin-Fort Walton Beach Airport to review the status of the project.
- **Mailing of Bid Submittals:** Crestview is not a guaranteed next-day delivery location so the bidders should plan accordingly.
- **Questions:** The following questions were provided during the meeting:
  - Is a standing-seam roof a requirement? Response – The initial response provided at the pre-bid conference was that a standing-seam roof is required; however, after coordination with the structural engineer, a standard metal roof as proposed by the PEMB manufacturer will be acceptable.

**END OF MINUTES**

**VPS SECURITY INSPECTION FACILITY AT  
DESTIN-FORT WALTON BEACH AIRPORT  
Okaloosa County, Florida**

**PRE-BID CONFERENCE  
JULY 7, 2021 – 2:00 pm CDT**

**AGENDA**

**I. INTRODUCTION OF PARTICIPANTS**

- A. **Owner -** Okaloosa County
- B. **Engineer-** AVCON, INC.
- C. **Funding Agency -** Okaloosa County, Florida Department of Transportation (FDOT)

**II. PURPOSE**

To clarify and explain the construction scope, procedures, and safety measures associated with the bidding documents, and to answer questions.

**III. SCOPE OF WORK**

**A. Description of Project**

1. General overview
2. 90 ft x 45 ft Covered Canopy
  - a. Pre-Engineered Metal Building
  - b. Design requirements on Sheet S-1 and S-2.
  - c. FBC 2020
  - d. All framing and underside of deck shall be painted white.
  - e. PEMB Stairs
  - f. Footers
  - g. Hand dig to locate all utilities within 15 ft of the work
3. Electrical Improvements
  - a. 2" directional bore
  - b. 2" Sch 40 conduit for comm with directional bore under road crossing
  - c. LED lights on underside of deck
  - d. Junction boxes and conduit for fiber
4. Allowances
  - a. Unknown Utility Relocation (\$10k)
  - b. Security and IT (\$25k)
  - c. Permit Fees (\$5k)

**B. Safety**

1. Active road during construction with temporary closures for steel erection
2. Always keep road clear
3. Dust and erosion control
4. Staging and access

**IV. FUTURE ADDENDA**

- A. Clarification regarding detectable tape for communication conduit and pull box lids shall read "Okaloosa County BCC Fiber."

**Pre-Bid Conference: VPS Security Inspection Facility**  
**July 7, 2021**  
**Page 2 of 2**

**V. ADMINISTRATION**

**A. Project Schedule and Time**

1. Last day for questions is Friday, July 16 by 4:00 pm central time
2. Bids due on Wednesday, July 28, 2021 until 3:00 pm central time
3. Contract Award
4. Duration and Time of Completion, 210 days to substantial, 230 to final.
5. Liquidated Damages

**B. Contract Documents**

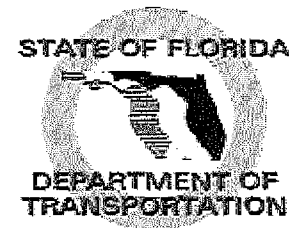
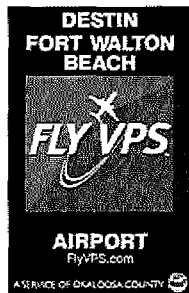
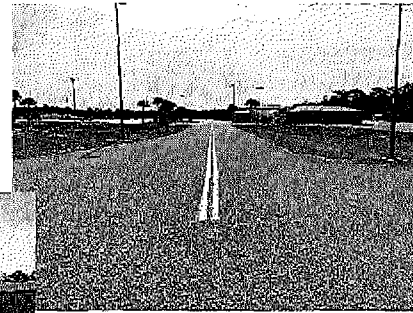
1. Lump Sum Contract
2. DBE Goal

**C. Bidding Documents**

**VI. QUESTIONS AND ANSWERS**

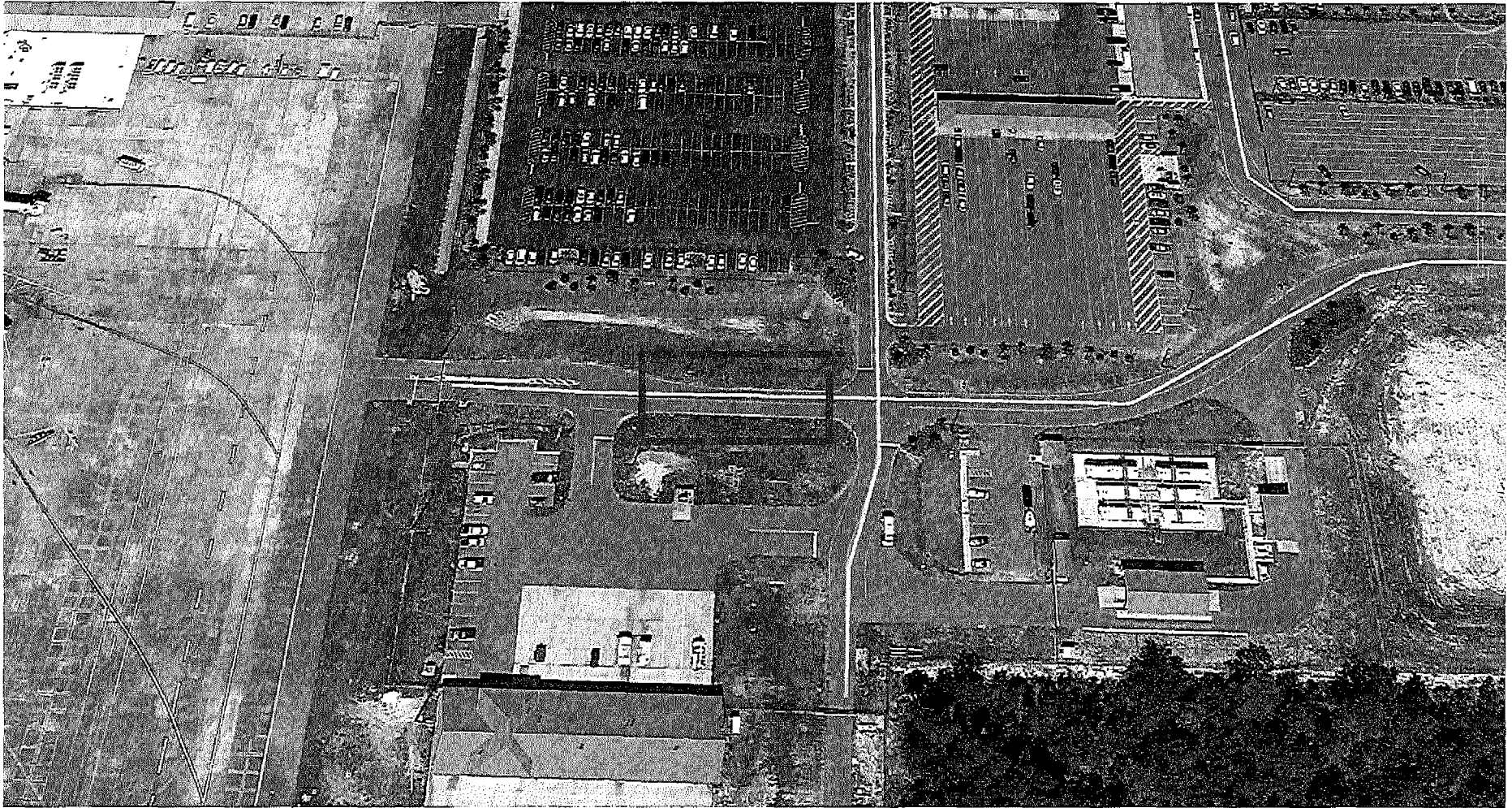
# VPS SECURITY INSPECTION FACILITY

Pre-Bid Meeting, July 7, 2021 at 2:00 PM

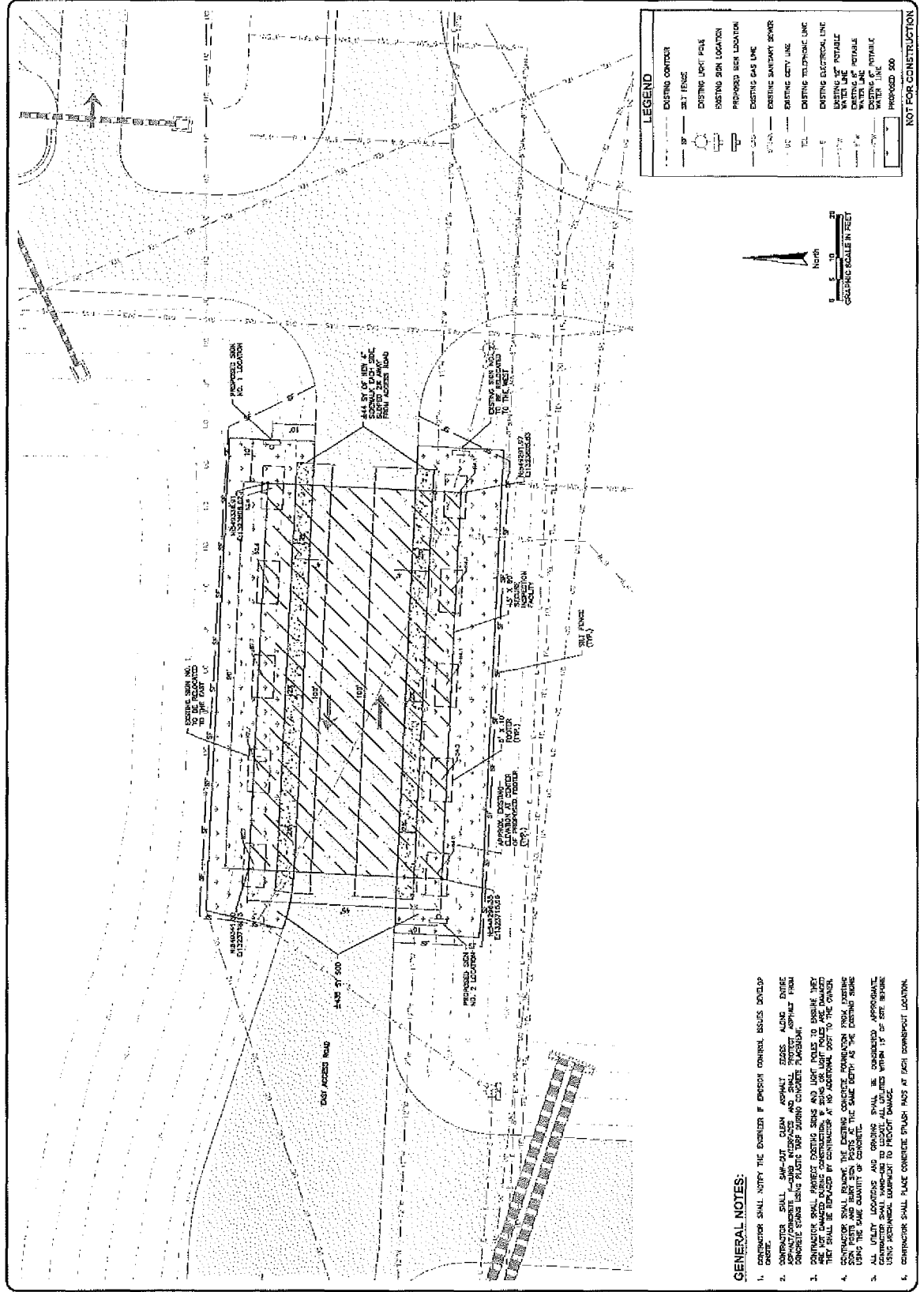




# VPS SECURITY INSPECTION FACILITY



# VPS SECURITY INSPECTION FACILITY



**GENERAL NOTES:**

1. CONTRACTOR SHALL NOTIFY THE ENGINEER IF EXISTING CONCRETE INCLUDES REINFORCING.
2. CONTRACTOR SHALL SAW-CUT CLEAN ASPHALT EDGES ALONG EXISTING ASPHALT/CONCRETE TO-SHOW UNDEGRADED AND SHALL PROTECT ASPHALT FROM CONCRETE SPILLS USING PLASTIC TARP DURING CONCRETE PLACEMENT.
3. CONTRACTOR SHALL REMOVE EXISTING SIGNS AND LIGHT POLES TO EXHIBIT. THEY SHALL BE REPLACED BY CONTRACTOR AT HIS ADDITIONAL COST TO THE OWNER.
4. CONTRACTOR SHALL REMOVE THE EXISTING CONCRETE FOUNDATION FROM EXISTING SIGN, LIGHT AND BOLLARD POLES AT THE SAME DEPTH AS THE EXISTING SIGN FOUNDATION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING EXISTING FOUNDATION. CONTRACTOR SHALL VERIFY TO LOCATE ALL UTILITIES WITHIN 10' OF SITE BOUNDARY USING APPROPRIATE EQUIPMENT TO PREVENT DAMAGE.
5. CONTRACTOR SHALL PLACE CONCRETE SPLASH PAST AT EACH DOWNHOLE LOCATION.

NOT FOR CONSTRUCTION

C-3  
SHEET NUMBER

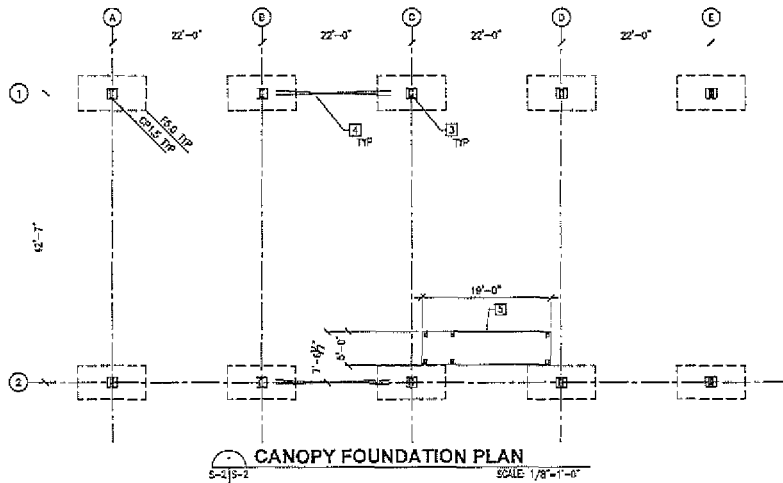
VPS SECURITY INSPECTION FACILITY  
DESTIN - FORT WALTON BEACH AIRPORT  
DESIGNED BY: J.A.C.  
DRAWN BY: B.V.M.  
CHECKED BY: J.A.C.  
APPROVED BY: M.C.L.  
PROJECT NO.: 2010-000000  
DATE: 08/11/10

SITE PLAN  
EXHIBIT C-3  
NOT FOR CONSTRUCTION

**AVCON**  
ENGINEERS & PLANNERS  
210 GARDENS DRIVE, SUITE A  
MIRABELLE, FL 32571-2125  
TEL: (904) 920-0200  
FAX: (904) 920-0200  
WWW.AVCON.COM

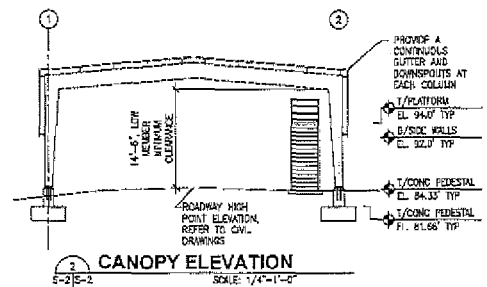
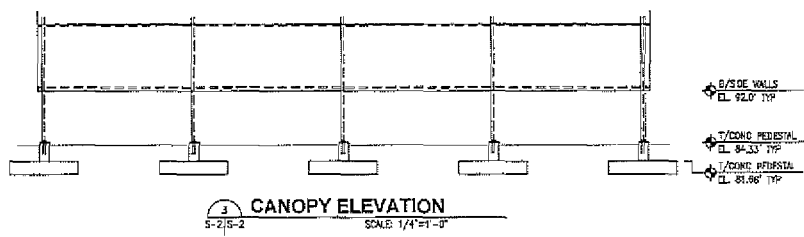
TRANSFORMING TODAY'S IDEAS INTO TOMORROW'S REALITY

# VPS SECURITY INSPECTION FACILITY



**FOUNDATION PLAN NOTES:**

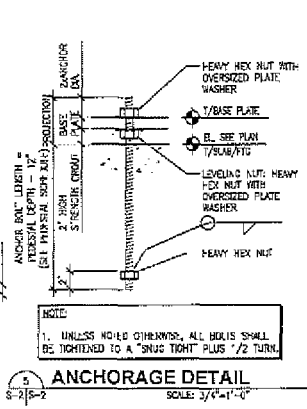
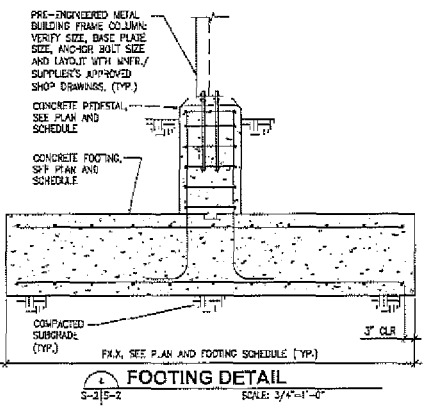
- SEE GENERAL NOTES ON SHEET S1.00, S1.01.
- VERIFY FOUNDATION DRAWINGS, REFER TO CIVIL DRAWINGS FOR ACTUAL TOP OF PEDESTAL ELEVATIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH CIVIL/ME/P DRAWINGS AND REPORT ANY DISCREPANCY TO THE ARCHITECT OF RECORD IN WRITING FOR CLARIFICATION PRIOR TO START OF CONSTRUCTION.
- PRE-ENGINEERED METAL BUILDING (PEMB) FRAMES: GENERAL CONTRACTOR TO VERIFY/COORDINATE EXACT COLUMN LOCATION, EXACT ANCHOR BOLT LOCATION, MEMBER QUANTITIES AND LAYOUT WITH PRE-ENGINEERED METAL BUILDING MANUFACTURER/SUPPLIER'S APPROVED SHOP DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS WITH THE APPROVED PEMB SHOP DRAWINGS AND REPORT ANY DISCREPANCY TO THE ARCHITECT OF RECORD IN WRITING FOR CLARIFICATION PRIOR TO START OF CONSTRUCTION. SEE GENERAL NOTES FOR SURFACE PAINT REQUIREMENTS.
- PRE-ENGINEERED METAL BUILDING WALL X-BRACING AS SHOWN ON PLANS. COMPRESSION ELEMENTS BETWEEN FRAMES SHALL BE PROVIDED AS INDEPENDENT PIPE STRINGS OR WOOD-DOCKED IN COMBINATION WITH THE BUILDING PURLIN SYSTEM. ALTERNATIVE BRACING LOCATIONS MUST BE APPROVED BY THE ENGINEER OF RECORD PRIOR TO FINALIZING METAL BUILDING DRAWINGS. IN USE OF BRACKETS, PORTAL FRAMES MAY BE USED AT NO ADDITIONAL COST TO THE OWNER.
- PRE-ENGINEERED METAL STAIRS AND SERVICE PLATFORMS: GENERAL CONTRACTOR SHALL SECURE THE DESIGN OF THE PRE-ENGINEERED METAL STAIRS, PLATFORM, AND CONNECTIONS AND SUBMIT SHOP AND SIZED MANUFACTURER/SUPPLIER'S APPROVED SHOP DRAWINGS. THE STRUCTURE SHALL BE CONSTRUCTED OF STEEL WITH HOT-DIPPED GALVANIZED FINISH OR ALUMINUM 1-BEET. THE STAIR WIDTH SHALL BE 4 FEET MIN AND SHALL BE SUPPORTED ON A 8" THICK SLAB-ON-GRADE REINFORCED OVER 10 MIL VAPOR BARRIER ON COMPACTED SUBGRADE. PROVIDE #4 BARS PLACED AT MID-DEPTH OF SLAB AND SPACED AT 14" OC (MAX. EACH WAY). THE STAIR TREADS, RISERS, AND ITS BALUNDS SHALL MEET REQUIREMENTS OF THE FLORIDA BUILDING CODE.



FOOTING SCHEDULE		
FOOTING MARK	SIZE	REINFORCEMENT
F5.0	24" 6'-0" x 10'-0"	(6)-#7 TAB (LONG DIRECTION); (11)-#7 TAB (SHORT DIRECTION)

CONCRETE PEDESTAL SCHEDULE		
PEDESTAL MARK	SIZE	REINFORCEMENT
CP1.5	1'-6" x 1'-6"	(6)-#5
TIES	#3 @ 6" OC	

**FOOTING NOTES:**  
1. REFER TO PLAN FOR COLUMN ORIENTATION. DIMENSION 'X' REFERENCES COLUMN DIMENSION IN THE VERTICAL DIRECTION OF THE PLAN SHEET AND 'Y' REFERENCES COLUMN DIMENSION IN THE HORIZONTAL DIRECTION OF THE PLAN SHEET.



**AVCON, INC.**  
ENGINEERS & PLANNERS  
200 ANTHONY DRIVE, SUITE A  
NORFOLK, VA 23502  
TEL: 757/637-1111  
FAX: 757/637-1111  
WWW.AVCON.COM

**AVCON**

TRANSFORMING TODAY'S IDEAS  
INTO TOMORROW'S REALITY

LICHA DELVORIC  
P.E. LICENSE NO. 62028  
PAUL COSTANTINO  
P.E. LICENSE NO. 1047

**FOUNDATION, SECTIONS, AND DETAILS**

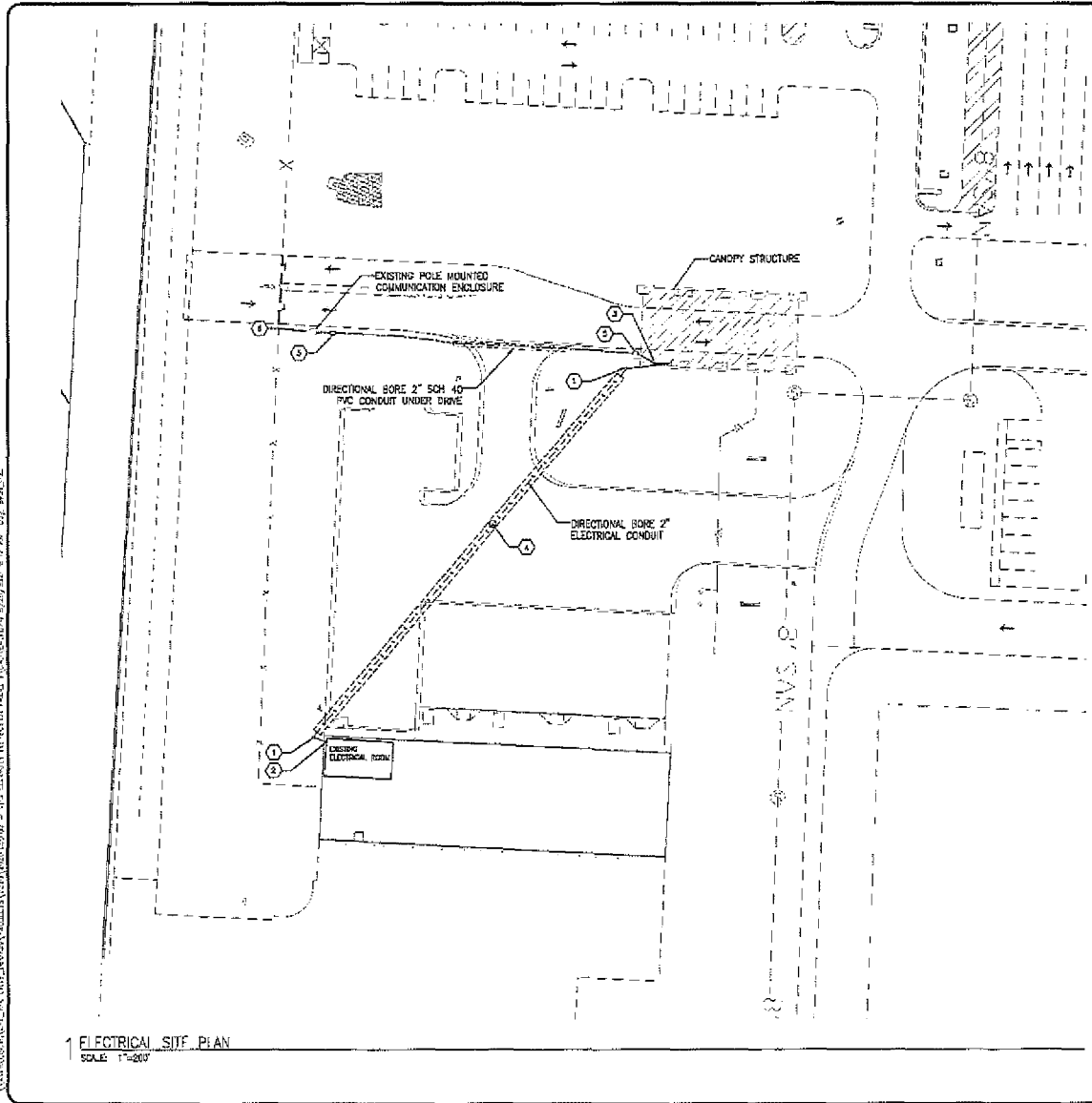
**VPS SECURITY INSPECTION FACILITY**  
Prepared for  
DEELEN - FORT WALTON  
BRANCH/PORT

DESIGNED BY: LFB  
DRAWN BY: LFB  
CHECKED BY: J.R.C.  
APPROVED BY: V.E.L.  
PROJECT NUMBER: 0802.03  
DATE: MAY 2011

SHEET NUMBER:  
**S-2**

NOT FOR CONSTRUCTION


# VPS SECURITY INSPECTION FACILITY



**KEY NOTES**

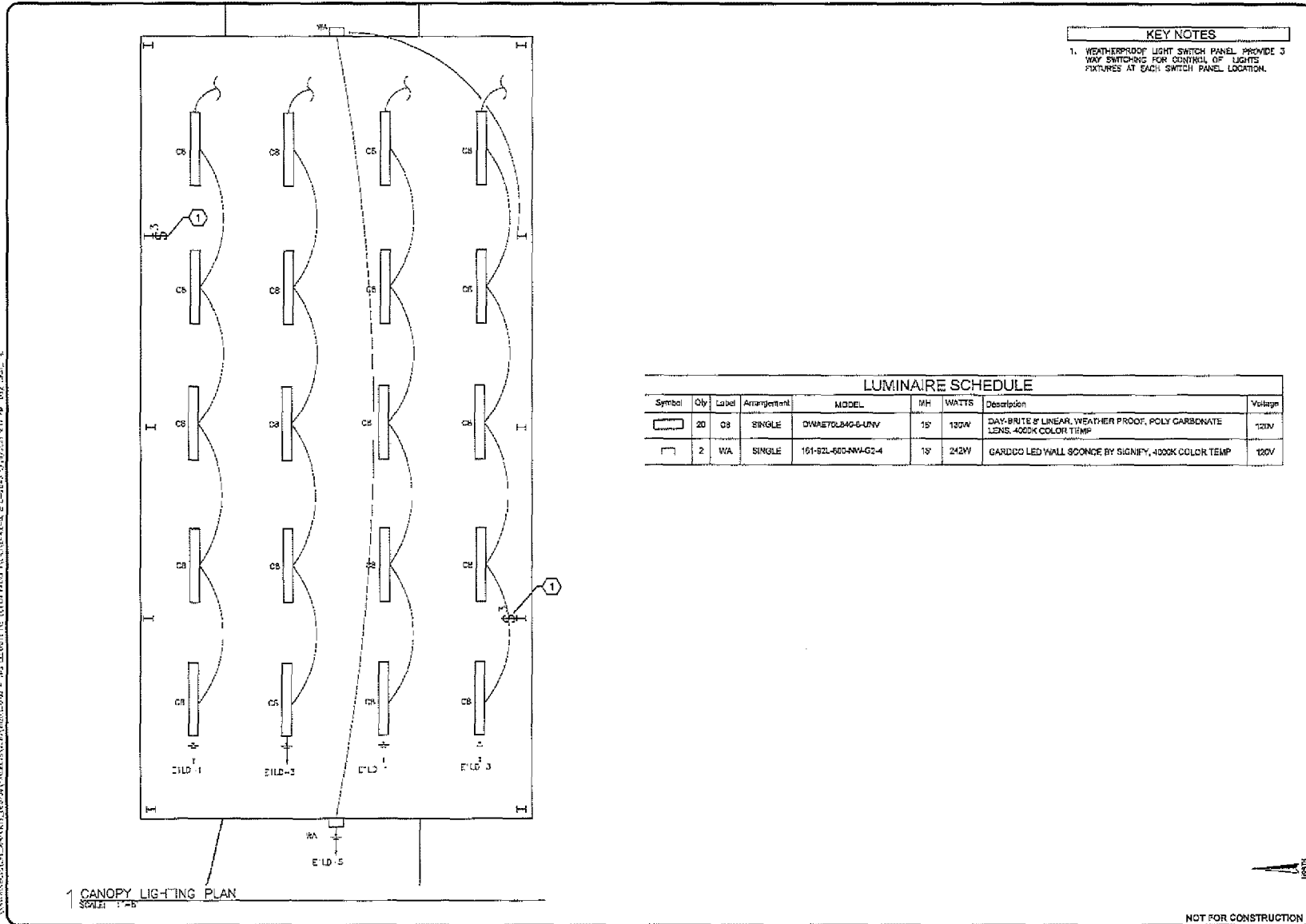
1. 11X18" NIB 8 RATED ELECTRICAL PULL BOX. COVER TO READ "ELECTRICAL". REFER TO INSTALLATION DETAILS.
2. PENETRATE AND REPAIR/SEAL EXISTING WALL FOR NEW CONDUIT. ROUTE CONDUIT TO EXISTING ELECTRICAL PANEL. PROVIDE UNDERGROUND RGS ELBOW FOR TRANSITION OF IMD TO RGS CONDUIT. PAINT RGS ELBOW WITH BLACK MASTIC. REFER TO ELECTRICAL ONE-LINE DIAGRAM.
3. PROPOSED EQUIPMENT RACK LOCATION FOR MOUNTING NEW DISCONNECT, ELECTRICAL PANEL, AND COMMUNICATION ENCLOSURE. REFER TO INSTALLATION DETAILS FOR RACK ELEVATION AND GROUNDING REQUIREMENTS.
4. DIRECTIONAL DRILL FROM EXISTING BUILDING TO NEW CANOPY AREA UNDER EXISTING PARKING LOT. PROPOSED EXTENT OF DIRECTIONAL DRILL INDICATED IN DASHED BOX. VERIFY EXISTING BURIED UTILITIES BEFORE BORING.
5. PROVIDE 24X36X1200" NIB 8 RATED COMMUNICATION PULL BOX. COVER TO READ "COMMUNICATION".
6. ROUTE NEW COMMUNICATION CONDUIT INTO EXISTING ENCLOSURE. PROVIDE WEATHER PROOF CONDUIT HUB ON ENCLOSURE PENETRATION. FUTURE COMMUNICATION CABLEING TO BE PROVIDED BY OTHERS.

1 ELECTRICAL SITE PLAN  
SCALE: 1"=20'

 <b>AVCON, INC.</b> ENGINEERS & PLANNERS 100 W. BAYVIEW DRIVE, SUITE 400 FORT WORTH, TEXAS 76104 PHONE: 817.734.6600 FAX: 817.734.6601 WWW.AVCONINC.COM
SEAN DAY P.E. LICENSE NO. 32899 PROFESSIONAL SEAL OF AUTHORIZATION NO. 2091
ELECTRICAL SITE PLAN REFERENCE TO LOCATION
<b>VPS SECURITY INSPECTION FACILITY</b> 1001 DUSTIN - FORT WALTON BEACH AIRPORT
DESIGNED BY: J.C.C. DRAWN BY: B.A.K. CHECKED BY: J.A.C. APPROVED BY: V.C.L. PROJECT NO: 2008-0146-03 DATE: OCTOBER 2010
SHEET NUMBER <b>E-3</b>

NOT FOR CONSTRUCTION

# VPS SECURITY INSPECTION FACILITY



**KEY NOTES**

1. WEATHERPROOF LIGHT SWITCH PANEL PROVIDE 3 WAY SWITCHING FOR CONTROL OF LIGHTS FIXTURES AT EACH SWITCH PANEL LOCATION.

LUMINAIRE SCHEDULE								
Symbol	Qty	Label	Arrangement	MODEL	H/H	WATTS	Description	Voltage
	20	08	SINGLE	01WA57G5B4G-6-UNV	15'	132W	DAY-BRITE 5' LINEAR, WEATHER PROOF, POLY CARBONATE LENS, 4000K COLOR TEMP	120V
	2	WA	SINGLE	101-62L-500-4W-02-4	15'	242W	GARDGO LED WALL SCONCE BY SIGNIFY, 4000K COLOR TEMP	120V

1 CANOPY LIGHTING PLAN

NOT FOR CONSTRUCTION

**AVCON, INC.**  
 ENGINEERS & PLANNERS  
 202 BAYSHORE DRIVE SUITE 100  
 NORFOLK, VA 23510  
 TEL: (757) 644-1100  
 FAX: (757) 644-1101  
 WWW.AVCON.COM

**AVCON**  
 TRANSFORMING TODAY'S IDEAS  
 INTO TOMORROW'S REALITY

SEAN RAY  
 P.E. LICENSE NO. 58296  
 PROFESSIONAL ELECTRICAL ENGINEER  
 AUTHORIZATION NO. 5893

**CANOPY LIGHTING PLAN**

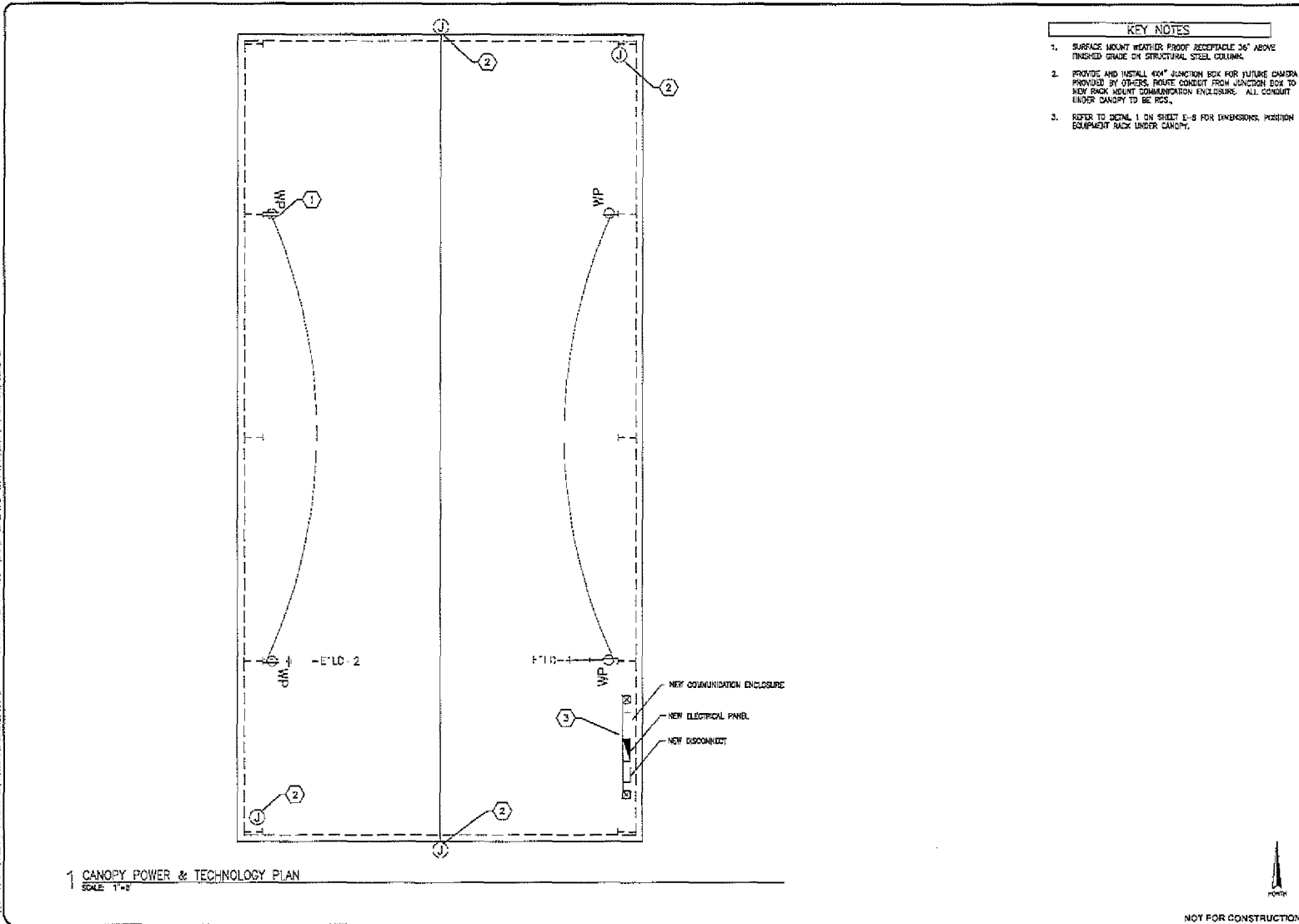
VPS SECURITY INSPECTION FACILITY  
 PREPARED FOR  
 DESTIN - FORT WALTON BEACH AIRPORT

DESIGNED BY: J.K.C.  
 DRAWN BY: R.V.N.  
 CHECKED BY: J.K.C.  
 APPROVED BY: V.G.L.

PROJECT NO. 2008.0010.BS  
 DATE: MAY 2011

SHEET NUMBER  
**E-4**

# VPS SECURITY INSPECTION FACILITY



**KEY NOTES**

1. SURFACE MOUNT WEATHER PROOF ACCEPTABLE 36" ABOVE FINISHED GRADE ON STRUCTURAL STEEL COLUMN.
2. PROVIDE AND INSTALL 4X4" JUNCTION BOX FOR FUTURE CAMERA PROVIDED BY OTHERS. ROUTE CONDUIT FROM JUNCTION BOX TO NEW RACK MOUNT COMMUNICATION ENCLOSURE. ALL CONDUIT UNDER CANOPY TO BE RGS.
3. REFER TO DETAIL 1 ON SHEET E-8 FOR DIMENSIONS. POSITION EQUIPMENT RACK UNDER CANOPY.

**AVCON, INC.**  
ENGINEERS & PLANNERS  
UNIVERSITY MICROFILMS  
SERIALS ACQUISITION  
300 N ZEEB RD  
ANN ARBOR MI 48106  
TEL: 734/769-0900  
WWW.AVCON.COM

**AVCON**  
TRANSFORMING PROJECT IDEAS  
AND ENVISIONING REALITY

JEAN DAY  
P.E. LICENSE NO. 8286  
PETER C. WALKER  
AUTHORIZATION NO. 2187

DATE	BY	REVISION	BY

**CANOPY POWER & TECHNOLOGY PLAN**  
PROJECT NO. 080802  
EST. 08/08/02

**VPS SECURITY INSPECTION FACILITY**  
PROPOSED  
DESTIN - FORT WALTON BEACH AIRPORT

DESIGNED BY: J.L.C.  
DRAWN BY: N.V.H.  
CHECKED BY: J.L.C.  
APPROVED BY: V.Z.L.  
PROJECT NO: 080802  
DATE: 06/17/02

SHEET NUMBER  
**E-6**

NOT FOR CONSTRUCTION





# VPS SECURITY INSPECTION FACILITY





PRE-BID CONFERENCE SIGN-IN SHEET

July 07, 2021 at 02:00 p.m. Central

Security Inspection Facility  
Destin-Fort Walton Beach Airport

NAME	REPRESENTING	TELEPHONE	E-MAIL ADDRESS
Tracy Stage	Okaloosa County Airports	850-651-7160	tstage@myokaloosa.com
<i>HR</i> Chad Rogers	Okaloosa County Airports	850-651-7160	rrogers@myokaloosa.com
<i>AO</i> Allyson Oury	Okaloosa County Airports	850-651-7160	aoury@myokaloosa.com
<i>MS</i> Mike Stenson	Okaloosa County Airports	850-651-7160	mstenson@myokaloosa.com
<i>RB</i> Ray Beasley	Okaloosa County Airports	850-651-7160	rbeasley@myokaloosa.com
<i>JC</i> John Collins	AVCON INC.	850-678-0050	jcollins@avconinc.com
Michael Dalton	DALTON BROTHERS	850 226 8333	MICHAEL@DALTONBROTHERSINC.COM
Jack Dillon	WGI	837-253-5524	jdillon@whitesell-green.com
Jason Ford	Bearden Electric	850 863 2131	Jason@beardenelectric.com
<del>Mike Stenson</del>			

PRE-BID CONFERENCE SIGN-IN SHEET

July 07, 2021 at 02:00 p.m. Central

Security Inspection Facility  
Destin-Fort Walton Beach Airport

NAME	REPRESENTING	TELEPHONE	E-MAIL ADDRESS
CITRO REWIS	OCSO	850 259 0032	CREWIS@ <del>OKALOOSA</del> <sup>SIEETS - OKALOOSA</sup> .ORG
Carol Arrieta	OK IT/airport		carrieta@myokaloosa.com
Jessica Darr	OC Purchasing Department	850-689-5960	jdarr@myokaloosa.com

RESPONSES TO PLAN HOLDER QUESTIONS  
VPS SECURITY INSPECTION FACILITY  
DESTIN-FORT WALTON BEACH AIRPORT  
(ITB AP 40-21)

1. It was stated at the project meeting that the hand holes provided will need to say something to the affect of, Okaloosa County Communications. Can you all provide an accurate detail of what these boxes need to say.

*RESPONSE: All communication pull box lids shall be labeled "Okaloosa County BCC Fiber." This will be clarified in Addendum No. 2.*

2. Do the electrical hand holes have the same requirement? If so, please provide a detail of what should be labeled on these hand holes.

*RESPONSE: No. All electrical hand holes shall be in accordance with Detail 2 on Sheet E-9.*

3. Direct Burial Tape. If was mentioned in the project meeting that the direct burial tape has a specific spec required for the project. Can you please provide that spec.

*RESPONSE: All new communication conduit must contain detectable mule/pulling tape 1250 lb. rated with 22 AWG tracer wire. This will be clarified in Addendum No. 2.*

4. Will temporary power, (Electrical back board with a 30-amp and two 20-amp GFCI receptacles), be a requirement?

*RESPONSE: Any temporary power required by the contractor for construction is the responsibility of the contractor.*

5. Sheet E-3, notes 1 & 5 call out tier 8 quazite boxes, (hand holes). Sheet E-9, note 1 calls out tier 22 quazite boxes. Please clarify.

*RESPONSE: The contractor shall provide Tier 8 boxes since all boxes are located in turfed areas. This item will be clarified in Addendum No. 2.*

6. Sheet E-8, detail 2, shows a counterpoise. Does this counterpoise need to encompass the entire foot print of the building slab, or just the area around the immediate area of the electrical service?

*RESPONSE: This counterpoise is only required around the equipment rack. The contractor shall bond the PEMB steel, equipment rack, and electrical disconnect to the counterpoise and ground rod in a new grounding well as depicted on Sheet E-8.*

7. Sheet E-8, detail 2, states, bond the counterpoise to any nearby fencing. There is no fencing existing around the site, (within 100' minimum of the new structure). Will any fencing be added as part of the project that needs to be bonded to the counterpoise?

*RESPONSE: Bonding to nearby fencing is not required and this requirement will be removed in Addendum No. 2.*

8. How much are the liquidated damages on this project?

*RESPONSE: The liquidated damages are specified on Page BOC - 6 of 6.*

9. Project specs say that our equipment rack shall be P1000 stainless steel Uni-strut. More than likely, we will need to provide uni-strut to support the light fixtures and conduit under the roof. Is there a required spec for this product, (steel, aluminum, hot dipped galvanized steel, or stainless steel)?

*RESPONSE: All supports shall be hot dip galvanized or stainless steel hangars for exterior applications. Please refer to Specification 26 05 29 which will be issued as part of Addendum No. 2.*

10. Is a standing-seam roof required for this project?

*RESPONSE: No. A standard metal roof system will be acceptable if proposed by the PEMB manufacturer.*

**END OF RESPONSES TO QUESTIONS**

**ITB AP 40-21  
VPS Security Inspection Facility  
Attachment "B" - Special Conditions  
Federal Requirements w/ EEO and  
Davis Bacon Act**

**Special Conditions  
Federal Requirements  
With EEO and Davis – Bacon Act**

The following special conditions apply to the Agreement and are incorporated herein by reference:

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

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 County assumes responsibility for notifying the Environmental Protection Agency (EPA).

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

**Byrd Anti Lobbying Amendment (31 U.S. C. 1352).** The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Work Hour and Safety Standards (40 U.S.C. 3701-3708).** The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

**Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246).** During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications:**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.



h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**Utilization of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus**

**Area Firms:** The contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2CFR 200.321. If

subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the contractor has established delivery schedules, where permitted, to encourage such businesses respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal

**Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

the County 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 the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any

laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the County may, after written notice to the Contractor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Florida Department of Transportation if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or Owner, as the case may be, for transmission to the Florida Department of Transportation. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Florida Department of Transportation if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or Owner, as the case may be, for transmission to the Florida Department of Transportation, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the County government agency (or the applicant, County, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, Florida Department of Transportation, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, County, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the

applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as Florida Department of Transportation may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.



**ITB AP 40-21  
VPS Security Inspection Facility  
Attachment "C" - Title VI List of  
Pertinent Nondiscrimination Acts  
& Authorities**

**Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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