



# **BID DOCUMENTS & TECHNICAL SPECIFICATIONS**

for

# **SECURITY BOLLARDS**

at

# **DESTIN-FORT WALTON BEACH AIRPORT**



## **BID NUMBER:**

**Okaloosa County Contract: ITB AP 72-18**

**Issued for Bidding: September 2018**

**Michael Baker**

**INTERNATIONAL**

495 Grand Boulevard  
Suite 206  
Miramar Beach, FL 32550  
(850) 269-6883



**BID DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR**

**SECURITY BOLLARDS  
AT  
DESTIN-FORT WALTON BEACH AIRPORT**

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

**ITB TITLE:**  
Destin-Fort Walton Beach Airport (VPS)  
Security Bollards

**ITB NUMBER:**  
ITB AP 72-18

**ISSUE DATE:**

**NON-MANDATORY PRE-BID MEETING:**

September 13, 2018 3:00 P.M. CDT

**LAST DAY FOR QUESTIONS:**

September 21, 2018 4:00 P.M. CDT

**ITB OPENING DATE & TIME:**

October 10, 2018 3:00 P.M. CDT

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

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, 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 Bids may not be withdrawn for a period of ninety (90) days after the bid opening unless otherwise specified.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:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **EXT.** \_\_\_\_\_ **FAX:** \_\_\_\_\_

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

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

TYPED OR PRINTED NAME

\_\_\_\_\_ Title

\_\_\_\_\_ Date

**NOTICE TO RESPONDENTS  
ITB AP 72-18**

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **October 10, 2018**, for the **Security Bollards** (the “Project”) at the **Destin-Fort Walton Beach Airport (VPS)**, located in Okaloosa County, Florida (the “Airport”).

Interested respondents desiring consideration shall provide one (1) original and two (2) copies of their Invitation to Bid (ITB) response with the respondent’s areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½” x 11” where practical.

A non-mandatory pre-bid meeting will be held at 3:00 p.m. on Thursday **September 13, 2018** at the Destin-Fort Walton Beach Airport (VPS), Airport Administration Conference Room, Second Floor, 1701 State Road 85 N., Eglin AFB, FL 32542, Phone (850) 651-7160.

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

At 3:00 p.m. on **October 10, 2018**, 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 “**Destin-Fort Walton Beach Airport (VPS) Security Bollards**”. The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305 prior to bid opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, 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 County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered. All bids should be addressed as follows:

**Destin-Fort Walton Beach  
Airport (VPS) Security Bollards  
ITB AP 72-18**  
Clerk of Circuit Court  
Attn: BCC Records  
Newman C. Brackin Bldg.  
302 N. Wilson St. # 203  
Crestview FL 32536

\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

\_\_\_\_\_  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain  
Chairman

## **BID REQUIREMENTS**

**SCOPE:** The scope of work involves the installation of security bollards at the Destin-Fort Walton Beach Airport. A variety of bollard types, including concrete spheres and fixed and removable post bollards, will be utilized. Incidental reconstruction of concrete sidewalks and curb ramps are also included.

**TERM OF CONTRACT:** All of the work shall be substantially completed within 60 Calendar Days from Notice to Proceed (NTP). Substantial Completion shall be defined as a facility that is completed and operational based on the scope of work defined by the Contract Documents, the building and adjoining site shall be usable and occupiable by the Public for the intended purpose, and all work for this project has been accepted by the Airport and the Architect/Engineer (less minor punch list items).

Punch List and Closeout Documentation: to be completed within 30 Calendar Days of Substantial Completion or 90 days from NTP, whichever is shorter. Defined as miscellaneous repairs and correction of minor work deficiencies as identified by the Architect/Engineer, and the Airport/Owner. Includes submission and approval of all required closeout paperwork in accordance with Specification 01770 – Closeout Procedures.

**TOTAL CONTRACT TIME 90 CALENDAR DAYS from issuance of the NTP**

**QUALIFICATIONS:** The respondent shall have maintained continual work experience for a period of five (5) years prior to the bid date. Respondent must submit written documentation with bid substantiating experience requirement. Any of the following documents are acceptable:

1. Copies of state or county licenses showing date business opened.
2. Copy of incorporation papers showing date of opening.
3. A notarized statement affirming the opening date of business.
4. A notarized statement affirming previous years of experience of the principals of the firm.

The respondent shall have a place of business for contact by the Okaloosa County staff during normal working days.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE):** DBE participation and evidence of good faith effort to solicit DBE participation are not required for this project. However, DBE participation is encouraged to the maximum extent practical. Bids will not be evaluated based on DBE participation.

**BASIS OF AWARD:** The Contract shall be awarded to the lowest responsive bidder based on the total Base Bid or the Base Bid plus a combination of Additive Alternates, whichever combination is awarded by the County at the County's discretion.

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## GENERAL CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 06/08/2018

### BONDING REQUIREMENTS

a) **Bid Bond:**

A bid security, in the form prescribed, Cashier's or Certified check, is required in an amount not less than five percent (5%) of the total contract amount. The Bid Security must be attached to the bid.

b) **Performance and Payment Bond:**

The Respondent to whom the Contract is awarded shall furnish to the County, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to the full amount of the Contract, conditioned to indemnify and save harmless the County from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, material, men or laborers for work completed on the Project. The required forms for the performance and payment bonds are included in these Instructions

### 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. The County shall be listed as Additional Insured by policy endorsement on all insurance policies applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.

7. The designation of Respondent 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 Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

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

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional

liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

3. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability
  - 3.) Independent Contractor’s Liability
  - 4.) Completed Operations and Products Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

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

**NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’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 Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**INDEMNIFICATION & HOLD HARMLESS**

Respondent 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 Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

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

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## **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, 5479-A Old Bethel Rd, 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 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. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

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

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

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

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

## **UMBRELLA INSURANCE**

The Respondent 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.



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## **GENERAL SERVICES SPECIAL BID CONDITIONS**

### **1. PRE-BID ACTIVITY -**

- A. **Pre-Bid Meeting** – A non-mandatory pre-bid meeting will be held at 3:00 p.m. on September 13, 2018 at the Destin-Fort Walton Beach Airport (VPS), Airport Administration Conference Room, Second Floor, 1701 State Road 85 N., Eglin AFB, FL 32542 to provide an opportunity for respondents to discuss the bid.
- B. Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

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

All questions or inquiries must be received no later than ten (10) calendar days prior to the bid closing date.

Any addenda or other modification to the bid documents will be issued by the County and distributed to all prospective respondents by posting to the Okaloosa County Web Site. Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit **one (1) original and two (2) copies** of the bid form.

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

A bid submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

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

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

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

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

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

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

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

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

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

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

Bids having erasures or corrections must be initialed in ink by the Respondent. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

In the event of a mathematical error(s), the unit price will prevail and the respondent's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the respondent's total will be corrected accordingly.

Respondent represents that it has taken all necessary steps to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to the access, egress, transportation, debris disposal, parking, and storing of material; (ii) availability of labor; (iii) physical conditions at the site. Any failures by the Respondent to take these steps will not relieve the Respondent from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to the County.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE 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.
8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
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- 11. SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
- 12. APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 13. DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
- A. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - B. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - C. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - F. Default under previous contract.
  - G. Listing of the respondent by any local, state or Federal Government on its barred/suspended vendor list.
- 14. AWARD OF CONTRACT** -
- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
  - B. The County will award the bid to the lowest and most responsive respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated Agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and

the resulting negotiated Agreement that is in its best interest and its decision shall be final.

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

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

19. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as asphalt, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

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

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

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

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

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

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

**32. LIQUIDATED DAMAGES**

In case of failure on the part of the Respondent to complete the work within the time specified in the contract, or within such additional time as may be granted by County, the County will suffer damage the amount of which is difficult, if not impossible, to ascertain. Therefore, the Respondent 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 respondent.

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

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.

Conditions under which Liquidated Damages are imposed: Should the Respondent or, in case of its 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 Respondent or, in case of its default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due by the stated requirements, provided above.

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.

Permitting Respondent to Finish Work: Permitting the Respondent 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 Respondent, shall in no way act as a waiver on the part of the County the liquidated damages due under the contract.

Completion of Work by County: In case of default of the contract and the completion of the work by the County, the Respondent and its Surety shall be liable for the 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

**33. The following documents are to be submitted with the bid packet:**



- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Clause
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. System of Award Management
- I. Addendum Acknowledgement
- J. Bid Sheet
- K. Bid Form
- L. Schedule of Subcontractors
- M. List of References
- N. Bid Security
- O. Exhibit "C" Standard Additional Clauses

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# BID PROPOSAL & FORMS

**Proposal of** \_\_\_\_\_  
Company Name of Bidder

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## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

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## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, 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 \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

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**FEDERAL 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, Respondent 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 respondent 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 such verification to the COUNTY upon request.

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

DATE: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

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**CONE OF SILENCE CLAUSE**

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 \_\_\_\_\_ representing \_\_\_\_\_  
**Signature** **Company Name**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20187 hereby agree to abide by the County’s “**Cone of Silence Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

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## RECYCLED CONTENT FORM

### RECYCLED CONTENT INFORMATION

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

Product Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Name of Respondent: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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## INDEMNIFICATION AND HOLD HARMLESS

Respondent 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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

\_\_\_\_\_  
Respondent's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
Date

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**COMPANY DATA**

Respondent's Company Name: \_\_\_\_\_

\_\_\_\_\_

Physical Address & Phone #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Respondent's License #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_

## I. 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: \_\_\_\_\_

Entity Address: \_\_\_\_\_

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

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**ADDENDUM ACKNOWLEDGEMENT**

ITB AP 72-18

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

**ADDENDUM NO.** **DATE**

**ADDENDUM NO.** **DATE**

**ADDENDUM NO.** **DATE**

**ADDENDUM NO.** **DATE**

**ADDENDUM NO.** **DATE**

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

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**BID SHEET**

Item No	Spec Section	Description	UOM	Quantity	Unit Value	Extended Value
<b>BASE BID</b>						
1	01000-1	Mobilization	LS	1	\$	\$
2	S-140-1	Demolish Concrete Sidewalk, Sawcutting Included	SF	720	\$	\$
3	S-140-2	Core Drill Concrete Sidewalk, 18-Inch Diameter	EA	24		
4	MC-100-1	New Concrete Sidewalk, Welded Wire Fabric Reinforced	SY	720	\$	\$
5	MC-100-2	Fixed Bollard, Steel-Encased Concrete, 6-Inch, Foundation Included	EA	11	\$	\$
6	MC-100-3	Pre-Manufactured Fixed Bollard, Decorative Concrete Sphere, 36-Inch, Foundation Included	EA	10	\$	\$
7	MC-100-4	Pre-Manufactured Removable Bollard, Stainless Steel, 4.5-Inch, Foundation, Mounting Sleeve and Neenah Cover Included	EA	3	\$	\$
<b>TOTAL BASE BID</b>					\$	

Item No	Spec Section	Description	UOM	Quantity	Unit Value	Extended Value
<b>ADDITIVE ALTERNATE NO. 1</b>						
1	01000-1A	Mobilization	LS	1	\$	\$
2	S-140-3	Core Drill Concrete Airfield Pavement, 18-Inch Diameter	EA	12		
3	S-140-4	Core Drill Concrete Airfield Pavement, 12-Inch Diameter	EA	12		
4	MC-100-5	Pre-Manufactured Removable Bollard w/ Handles, Yellow Painted Steel, 4.5-Inch, Foundation, Mounting Sleeve and Neenah Cover Included	EA	12	\$	\$
5	MC-100-6	Removable Bollard Storage Sleeve, Foundation and Neenah Frame Included	EA	12	\$	\$
<b>TOTAL ADDITIVE ALTERNATE NO. 1</b>					\$	

## **BID SHEET**

<b>BID SHEET NOTES:</b>
<i>"All unit values contained in the bid shall be carried out to two (2) decimal places"</i>
<i>NO CHANGES SHALL BE MADE TO THE ITEM QUANTITIES CONTAINED HEREIN.</i>
<i>ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.</i>
<i>The above lump sum prices reflect the cost of all labor, material and equipment necessary to accomplish the specified and contracted for a complete project tasks.</i>
<i>Any costs not specifically listed above shall be included within the lump sum fee provided.</i>
<i>The Owner specifically reserves the right to award a contract based on <u>any combination</u> of the lump sum, alternates, and unit costs set forth above. The acceptance of alternates may be in order of preference, as determined solely by the Owner, and this may <u>not</u> follow the numerical listing order; the Owner may elect to award a contract without any of the alternates listed.</i>
<i>"UOM" = Unit of Measure</i>
<i>ABOVE PRICE TAX EXEMPT - The Bidder(s) will not be exempt from the Florida Sales Tax on materials and services. The Owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvement.</i>

1. Total Base Bid: \$ \_\_\_\_\_

(BASE BID) PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_ dollars and \_\_\_\_\_ cents

2. Total Additive Alternate No. 1: \$ \_\_\_\_\_

(ADD. ALT. 1) PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_ dollars and \_\_\_\_\_ cents

3. Total Base Bid Plus (+) Additive Alternate No. 1: \$ \_\_\_\_\_

(TOTAL) PRICE WRITTEN IN WORDS: \_\_\_\_\_

\_\_\_\_\_ dollars and \_\_\_\_\_ cents



**AWARD OF CONTRACT-** Contract award will be based on the lowest responsive bid for the Base Bid plus any combination of the alternates, or whichever is deemed in the County's best interest. There will be no contract award based on individual items.

\_\_\_\_\_  
(Name of Respondent)

\_\_\_\_\_  
(Authorized Signature)

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

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

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Federal ID No. or SS No.)

**END OF BID SHEET**

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## **BID FORM**

### **Bid For Security Bollards**

Proposal of: \_\_\_\_\_  
(Respondent Company Name)

Respondent agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary for the performance and completion of the work for the amounts listed in the Schedule of Bid Items.

The undersigned Respondent hereby declares that:

1. The bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. A bid bond, in the form prescribed, Cashier's or Certified check, is submitted in an amount not less than five percent (5%) of the total contract amount. The Bid Bond must be attached to the bid.
3. The Respondent has carefully and to its full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with accompanying plans and Respondent has read all issued addenda.
4. Respondent has made full examination of the site and is familiar with the site conditions that may impact its performance.
5. Upon receipt of Notice of Intent to Award the contract the Respondent shall commence obtaining a Performance Bond and Certificate(s) of Insurance (COI) immediately.
6. Respondent understands that the contract time starts from the date of the Notice to Proceed.
7. Respondent furthermore agrees that, in case of failure on its part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying its bid and the money payable thereon, shall become property of the County, by forfeit as agreed liquidated damages.
8. The Respondent states that this bid is the only bid for this project in which Respondent is interested; and Respondent shall not be a subcontractor or sub-subcontractor on this project.
9. Respondent and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within 36 months immediately preceding the date of this Bid.

10. By signing and submitting the Bid, Respondent represents that all Bid Forms are fully complete and accurate.

11. Respondent acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

The Respondent agrees that the work will be substantially completed within **60 Calendar Days** after Notice to Proceed. Thirty (30) calendar days shall be provided for punch list completion minor cleanup and project closeout for a total contract time of **90 Calendar Days**. The Respondent accepts the provisions of the bid as to Liquidated Damages, as specified, in the event of failure to complete the work within the times specified in the bid.

Name of Form: \_\_\_\_\_

HQ Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**



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**LIST OF REFERENCES**

1. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

2. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

3. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

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Exhibit "B"

**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:

**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.

**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.

**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.

**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.

**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.

**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
    - ii. 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
    - iii. 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.

**EXHIBIT C**  
**GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

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

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the

County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

8. **Copeland Anti Kick Back Act**: If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.



13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

15. **Access to Records and Reports:**

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

16. **Record Retention:**

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

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

18. **Termination for Default (Breach or Cause):**

Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and

accepted, or services performed in accordance with the manner of performance set forth in the contract.

**19. Safeguarding Personal Identifiable Information**

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

**20. Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

**21. Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

**22. Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

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

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

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

DATE: \_\_\_\_\_

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

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_





herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

- B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.
- C. In case there are conflicts between different sections of the Contract Documents, the more stringent interpretation shall govern.

Section 2. Scope of Work.

The Contractor will provide **Security Bollards** described as: The installation of security bollards at the Destin-Fort Walton Beach Airport. A variety of bollard types, including concrete spheres and fixed and removable post bollards, are proposed. Incidental reconstruction of concrete sidewalks and curb ramps are also included.

Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

Section 3. Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$\_\_\_\_\_ or \_\_\_\_\_ and \_\_\_/100.

Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages.

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within **60** calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within **90** calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$972.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day 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 shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 6. Intent of Contract Documents.

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Design Professional in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Design Professional. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities.

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to

be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

#### Section 8. Schedule.

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Design Professional, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and Design Professional's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the Design Professional's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

#### Section 9. Progress Payments.

A. The contractor will be paid for the services provided in accordance with the terms and conditions of this contract and the attached Exhibit "C" (Bid Sheet).

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the



dollar value for each element. After its approval by the County and Design Professional, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Design Professional along with a completed and notarized copy of the Application for Payment form.

C. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the Design Professional a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

D. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

E. Contractor shall submit six (6) copies of its monthly Application for Payment to the Design Professional on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Design Professional shall either:

E.1 indicate his approval of the requested payment;

E.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

E.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total denial and return of the Application for Payment by the Design Professional, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Design Professional. In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

F. The County shall initially retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Design Professional for payment, whichever is less. After 50% of the services are completed, the COUNTY will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

For purposes of determining 50% completion, stored material and general job costs such as mobilization, bonds, insurance, field office costs and like costs shall be excluded. Additionally, for purposes of this determination, each major discipline (electrical and instrumentation, structural, and mechanical) must independently achieve 50% completion in order for the project services to be deemed 50% complete.

G. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

H. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

I. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the Design Professional's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

#### Section 10. Payments Withheld.

A. The Design Professional or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Design Professional 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 Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
  - A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
  - A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
  - A.5 Reasonable indication that the Work will not be completed within the Contract Time;
  - A.6 Unsatisfactory prosecution of the Work by the Contractor;
  - A.7 Failure to provide accurate and current "As-Builts"; or
  - A.8 Any other material breach of the Contract Documents.
- B. If these conditions in Subsection 9.A 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 this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment.

- A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Design Professional in accordance with Section 25.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.
- B. 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 Contractor hereunder or to the recovery of damages for defective Work not discovered by the Design Professional or the County at the time of final inspection.

Section 12. Submittals and Substitutions.

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional within thirty (30) calendar days after Notice of Award is received by Contractor.

C. “Or-Equal”: If in Engineer’s sole discretion an item of material of 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.

D. 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 the preceding paragraph, 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 of 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 the 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 the specified will be identified in the application and available maintenance, repair and replacement service will 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. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional in evaluating the proposed substitute. The Design Professional may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Design Professional, if Contractor submits sufficient information to allow the Design Professional to determine that the substitute proposed is an acceptable alternative to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional shall be the same as those indicated in the preceding paragraph.

F. The Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. The Design Professional shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Design Professional's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Design Professional will record time required by the Design Professional and the Design Professional's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the Design Professional and the Design Professional's consultants (if applicable) for evaluating each proposed substitute.

### Section 13. Daily Reports, As-Builts and Meetings.

A. Unless waived in writing by the County, Contractor shall complete and submit to Design Professional on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Design Professional and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Soil conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- A.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Design Professional pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Design Professional, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Design Professional for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record

drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Design Professional by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

#### Section 14. Contract Time and Extensions.

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Paragraph 17.B. herein.

B. 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 County 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.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County 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 County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County 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.

Section 15. Changes in the Work.

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be



effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes.

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and Design Professional within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Design Professional within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. 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.

All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

D. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Other Work.

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and

Design Professional within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County'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 work and shall properly connect and coordinate its Work with theirs. 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 the Design Professional 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 the County and such utility owners and other contractors.

E. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

#### Section 18. Indemnification and Insurance.

A. 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. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Design Professional or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor's execution of the Agreement.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

B. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

C. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

D. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

E. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Design Professional as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

F. Contractor shall submit to Design Professional a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have

subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arise

G. 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.

H. All insurance policies shall be with insurers licensed to do business in the State of Florida.

I. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. 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.

J. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.

K. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.

L. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.

M. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.

N. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

O. 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.

P. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the

exception of 10-day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

### **WORKERS' COMPENSATION INSURANCE**

A. 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.

B. Such insurance shall comply with the Florida Workers' Compensation Law.

C. 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 AND COMMERCIAL GENERAL LIABILITY INSURANCE**

A. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.

B. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.

C. 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.

D. Commercial General Liability coverage shall be endorsed to include the following:

- 1.) Premises – Operation Liability
- 2.) Occurrence Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability

4.) Products and Completed Operations Liability

E. 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:

State: Statutory  
Applicable Federal:  
(e.g. Longshoremen's) Statutory  
Employer's Liability: \$1,000,000.00

### COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence  
Comprehensive General Liability Insurance shall include:  
Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

### COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence

**Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.**

### 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.

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

## **CERTIFICATE OF INSURANCE**

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
- D. 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.
- E. 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. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

- A. 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.
- B. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.
- C. Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.
- D. 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

A. 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 on account of any work by Contractor under the Contract Documents.

### Section 19. Compliance with Laws.

A. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, 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 Work, 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.

### Section 20. Cleanup and Protections.

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

### Section 21. Independent Contractor/Subcontracting.

A. Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the 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 Contract.

B. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

#### Section 22. Permits, Licenses and Taxes.

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

#### Section 23. Termination for Default.

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Design Professional or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

F. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 24. Termination for Convenience and Right of Suspension.

A. The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

B. The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

C. If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and

2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

Section 25. Completion.

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing giving the reasons therefor. If the County and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Design Professional will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Design Professional may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

Section 26. Warranty.

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless

otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

Section 27. Tests and Inspections.

A. The County, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Design Professional and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Design Professional, such work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional timely notice of Contractor's intention to cover the same and Design Professional has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.

D. Neither observations nor other actions by the Design Professional nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 28. Defective Work.

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Design Professional, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Contractor, at the County's or Design Professional's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or Design Professional 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 bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Design Professional may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and Design Professional to stop the Work shall not give rise to any duty on the part of the County or Design Professional to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Design Professional or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and 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 Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 29. Supervision and Superintendents.

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control 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 responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Design Professional except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 30. Protection of Work.

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or

other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. 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 said Work or property.

C. Contractor shall not disturb any benchmark established by the Design Professional with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Design Professional's benchmarks, Contractor shall immediately notify the County and Design Professional. The Design Professional shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

#### Section 31. Emergencies.

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Design Professional is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

#### Section 32. Use of Premises.

A. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.



Section 33. Safety.

- A. 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:
- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
  - A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
  - A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.
- B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.
- C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

Section 34. Project Meetings.

- A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Design Professional and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Design Professional or the County with respect to the Project, when directed to do so by the County or Design Professional. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Design Professional.

Section 35. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **ITB AP 72-18, Security Bollards**, date of opening **October 10, 2018** and any addendums thereto.
- B. Exhibit "B", Standard Contract Clauses, attached hereto and made a part of the contract.
- C. Exhibit C – Performance Bond
- D. Exhibit D – Public Payment Bond
- E. Exhibit E – Release and Affidavit
- F. Exhibit F – Change Order Form
- G. Exhibit G – Special Conditions
- H. Legal Advertisement
- I. Request for Bid
- J. Insurance Requirements, including certificates of insurance
- K. Construction Plans (Drawings)
- L. Technical Specifications
- M. Division 01 – General Requirements

**EXHIBIT "A"**

To be inserted later once submittals have been made-Invitation to Bid & Respondent's Acknowledgement/Contractor's Submittal, **Security Bollards**, date of opening **October 10, 2018** and any addendums thereto.

Section 36. Notices

- A. All notices required by this Contract shall be in writing to the representatives listed below:

**The authorized representatives of the County shall be:**

John Hofstad, County Administrator  
1250 North Eglin Parkway, Suite 100  
Shalimar, Florida, 32548  
Phone: 850-651-7515  
Fax: 850-651-7551  
Email: [jhofstad@co.okaloosa.fl.us](mailto:jhofstad@co.okaloosa.fl.us)

Tracy Stage, A.A.E., Airports Director  
1701 State Road 85 N  
Eglin AFB, FL 32542  
Phone: 850-651-7160  
Fax: 850-651-7164  
Email: [tstage@myokaloosa.com](mailto:tstage@myokaloosa.com)

**The authorized representative for \_\_\_\_\_ shall be:**

**Courtesy copy to:**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: \_\_\_\_\_

Address (including city, state and zip): \_\_\_\_\_

Name of person with their title to whose  
Attention the notice should be sent: \_\_\_\_\_

Telephone and Fax numbers: \_\_\_\_\_

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**Section 37. Modification.**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**Section 38. Successors and Assigns.**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**Section 39. Governing Law & Venue.**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida..

Section 40. 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 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

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

1. Keep and maintain public records required by the County to perform the service.
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.
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.
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 contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the 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.

Section 41. No Waiver.

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.

Section 42. Entire Agreement.

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

Section 43. 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.

Section 44. Audit Provision.

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.

Section 45. Taxes.

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.

Section 46. Third Party Beneficiaries.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member

thereof, a third-party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

Section 47. Representation of Signatory.

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

Section 48. Independent Contractor.

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the 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 Contract.

Section 49. Subcontracting.

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

**CONTRACTOR**

**OKALOOSA COUNTY, FLORIDA**

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Graham W. Fountain, Chairman

\_\_\_\_\_  
Signature

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

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

ATTEST:

\_\_\_\_\_  
J.D. Peacock II, Clerk

**Exhibit "A"**

**Invitation to Bid & Respondent's Acknowledgment / Contractor's Submittal**

**ITB AP 72-18**

**Security Bollards**

**Date of Bid Opening: October 10, 2018:**

**and any addendums thereto.**



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## Exhibit "B"

### 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.

- (6) 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.)
- (7) 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.)
- (8) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (9) 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)
- (10) 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-

- (d) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (e) 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
- (f) 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-

- (4) 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;

- (5) Has a value of more than \$3,500; and
- (6) Includes work performed in the United States.

**EXHIBIT C**  
**PERFORMANCE BOND**

**BOND NO.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS: That** \_\_\_\_\_  
\_\_\_\_\_, **as Principal, whose principal business address**  
**is**

\_\_\_\_\_ and **phone number is** \_\_\_\_\_, **and**  
\_\_\_\_\_, **as Surety, whose principal**  
**address**  
**is** \_\_\_\_\_

\_\_\_\_\_ and **phone number is:** \_\_\_\_\_ **are**  
**held and firmly bound to Okaloosa County, Florida (the "COUNTY"), as Obligee in the sum**  
**of:** \_\_\_\_\_

\_\_\_\_\_ (**\$** \_\_\_\_\_) **for the payment whereof we bond ourselves, our heirs,**  
**executors, personal representatives, successors and assigns, jointly and severally.**

**WHEREAS, Principal has entered into a contract dated as of the** \_\_\_\_\_ **day of**  
\_\_\_\_\_, **20**\_\_\_\_, **with Obligee for** \_\_\_\_\_

\_\_\_\_\_ **OKALOOSA COUNTY Project**  
**No.:** \_\_\_\_\_ **in accordance with drawings and specifications, which contract is incorporated**  
**by reference and made a part hereof, and is referred to as the Contract.**

**THE CONDITION OF THIS BOND is that if Principal:**

1. Performs the Contract at the times and in the manner prescribed in the Contract;  
and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including  
appellate proceedings, that Obligee sustains because of any default by Principal under the  
Contract, including, but not limited to, all delay damages, whether liquidated or actual,  
incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for  
the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect Surety's obligation under this Bond.



The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

**This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.**

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officers Signature)  
\_\_\_\_\_ (Officers Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), a(n) \_\_\_\_\_ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

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

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

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

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

\_\_\_\_\_  
(Telephone Number)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ (officer's name),  
as \_\_\_\_\_ (title) of \_\_\_\_\_ Surety,  
**on behalf of Surety. He/She is personally known to me OR has produced**  
\_\_\_\_\_ **as identification and who did (did not) take an oath.**

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

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL) Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

---

**EXHIBIT D**  
**PUBLIC PAYMENT BOND**

BOND No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is:

\_\_\_\_\_  
\_\_\_\_\_ and phone number and fax numbers are: \_\_\_\_\_  
and \_\_\_\_\_, as Surety,  
whose principal address is:

\_\_\_\_\_  
\_\_\_\_\_ and phone number and fax numbers are: \_\_\_\_\_ are  
held and firmly bound to OKALOOSA COUNTY, FLORIDA (the "COUNTY") as Obligee in  
the sum  
of \_\_\_\_\_

(\$ \_\_\_\_\_) for the payment whereof we bind ourselves, our heirs, executors,  
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
with Obligee for \_\_\_\_\_ in  
accordance with drawings and specifications, which contract is incorporated by reference and  
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all claimants  
as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or  
supplies, used directly or indirectly by Principal in the prosecution of the work provided for in  
the Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event  
will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment  
Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its under-signed representative, pursuant to authority of its governing body.  
Signed, sealed and delivered in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officer's Signature)  
\_\_\_\_\_ (Officer's Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

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

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

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

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

\_\_\_\_\_

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

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature) (Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_  
(Signature) (Printed Name)

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

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_,  
by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title)  
of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally  
known to me OR has produced \_\_\_\_\_ as identification and  
who did (did not) take an oath.

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

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Commission

No: \_\_\_\_\_

---

**EXHIBIT E**  
**RELEASE AND AFFIDAVIT**

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

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Okaloosa County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated \_\_\_\_\_, \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_ (signature of the executive officer)

Its: \_\_\_\_\_ (title of the executive officer)

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



---

Witnesses

\_\_\_\_\_

[Corporate Seal]

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

**EXHIBIT F**  
**CHANGE ORDER FORM**

CHANGE ORDER NO. \_\_\_\_\_ OKALOOSA COUNTY PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

**Okaloosa County Project No.** \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

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You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

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

FOR THE ADDITIVE or DEDUCTIVE Sum of: \_\_\_\_\_ (\$ \_\_\_\_\_).

Original Agreement Amount \$ \_\_\_\_\_

Sum of Previous Changes \$ \_\_\_\_\_

This Change Order ADD/DEDUCT \$ \_\_\_\_\_

Present Agreement Amount \$ \_\_\_\_\_

The time for completion shall be (increased/decreased) by \_\_\_\_\_ calendar days due to this Change Order. Accordingly, the Contract Time is now \_\_\_\_\_ (\_\_\_\_\_) calendar days and the final completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_, 20\_\_\_\_.

OKALOOSA COUNTY, FLORIDA

CONTRACTOR

By: \_\_\_\_\_  
Graham W. Fountain, Chairman

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

**DESIGN PROFESSIONAL: By: \_\_\_\_\_ Consulting Engineer**

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**EXHIBIT G**

**SPECIAL CONDITIONS**

**FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED CONTRACT  
PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR  
OBLIGATED SPONSORS**

**1. ACCESS TO RECORDS AND REPORTS**

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

**2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Timetables**

Goals for minority participation for each trade: As stated on DBE Utilization Summary

Goals for female participation in each trade: As stated on DBE Utilization Summary

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The

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notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Niceville, Okaloosa County, Florida.

### **3. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor / Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor / Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor / Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor / Consultant*] fails to correct the breach by deadline indicated in the Owner's notice.

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

### **4. BUY AMERICAN PREFERENCE**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### **5. GENERAL CIVIL RIGHTS PROVISIONS**

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

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

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**Title VI Solicitation Notice:**

The Okaloosa County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**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:

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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,

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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**

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);

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- 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).

## **6. CLEAN AIR AND WATER POLLUTION CONTROL**

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

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

## **7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **1. Overtime Requirements.**

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

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

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

### **3. Withholding for Unpaid Wages and Liquidated Damages.**

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

### **4. Subcontractors.**

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



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## 8. COPELAND "ANTI-KICKBACK" ACT

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

## 9. DAVIS-BACON REQUIREMENTS

### 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; and
- (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.

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(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, D.C. 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 Federal Aviation Administration or the sponsor 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 Federal Aviation Administration may, after written notice to the contractor, sponsor, 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 which 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 records which 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 Federal Aviation Administration 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, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. 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 <http://www.dol.gov/esa/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 Federal Aviation Administration 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, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, 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 sponsoring government agency (or the applicant, sponsor, 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:

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- (1) That 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) That 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) That 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 sponsor, the Federal Aviation Administration 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, sponsor, 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 which 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

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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 the Federal Aviation Administration 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 U.S.C. 1001.

**DAVIS BACON ACT WAGE DETERMINATION**

General Decision Number: FL180222 01/05/2018 FL222

Superseded General Decision Number: FL20170222

State: Florida

Construction Type: Highway

County: Okaloosa County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018

\* SUFL2013-040 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 13.71	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 11.71	0.00
ELECTRICIAN.....	\$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.81	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.24	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00

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LABORER (Traffic Control Specialist).....	\$ 11.51	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 10.91	0.00
LABORER: Common or General.....	\$ 9.71	0.00
LABORER: Flagger.....	\$ 10.25	0.00
LABORER: Grade Checker.....	\$ 10.83	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 11.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.07	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.10	1.89
OPERATOR: Bulldozer.....	\$ 14.29	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 21.23	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 12.29	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 16.50	0.00
OPERATOR: Loader.....	\$ 11.66	0.00
OPERATOR: Mechanic.....	\$ 15.84	0.00
OPERATOR: Milling Machine.....	\$ 13.29	1.92
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.87	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 17.02	0.00

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OPERATOR: Roller.....	\$ 11.06	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 13.68	0.00
OPERATOR: Trencher.....	\$ 16.04	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.86	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.35	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.90	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**10. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**11. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**12. DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} 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 {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

**13. TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that

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ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### **14. ENERGY CONSERVATION REQUIREMENTS**

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

#### **15. EQUAL OPPORTUNITY CLAUSE**

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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

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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.

#### **16. 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 ENGINEER has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **17. CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 influencing or attempting to influence 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

#### **18. PROHIBITION OF SEGREGATED FACILITIES**

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- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and 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 clause is a violation of the Equal Opportunity clause in this contract.
- (b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

#### **19. 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.

#### **20. PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/epawaste/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/tools/cpg/products/).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

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## 21. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

## 22. TERMINATION FOR DEFAULT

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

## 23. TRADE RESTRICTION CERTIFICATION

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

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



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

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

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

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

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

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

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

#### **24. VETERAN'S PREFERENCE**

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



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# **GENERAL REQUIREMENTS**

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## SECTION 01000 - MOBILIZATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 DESCRIPTION

- A. The work covered by this section consists of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for providing the items required by the General Provisions, Supplementary Conditions, and General Requirements including but not limited to:
  - 1. The establishment of all temporary offices, buildings, fencing, staging areas, haul routes, and other facilities necessary for the work on the project;
  - 2. All barricades, barricade lights, and other safety devices.
  - 3. Performance bond, labor and materials bond;
  - 4. Insurance; and all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.
- B. This item also includes all work outside the limits of construction that is necessary to demobilize and restores areas disturbed by the Contractor to their original condition including, but not limited to, pavement rehabilitation, cleaning, and disposal.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 PAYMENT:

- A. All work covered by this section will be paid for at the contract lump sum price for "Mobilization".
- B. Partial payments for the item of "Mobilization" will be made with the first and second partial pay estimates paid on the contract, and will be made at the rate of 50 percent of the lump sum price for "Mobilization" on each of these partial pay estimates, less the retainage provided for in the Contract, provided the amount bid for "Mobilization" does not exceed 5 percent of the total amount bid for the base bid contract.
- C. Where the amount bid for the item of "Mobilization" exceeds 5 percent of the total amount bid for the base bid contract, lump sum mobilization bid will be paid equally in the first, second, third, fourth, fifth, and sixth progress payments. 2-1/2 percent of the total amount bid will be paid on each of the first two partial pay estimates, and that portion exceeding

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5 percent of the total amount bid for the contract will be paid on the last partial pay estimate. All such payments will be made less the retainage provided for in the Contract.

- D. Payment will be made under:
1. 01000-1 Mobilization – per Lump Sum
  2. 01000-1A Mobilization – per Lump Sum

END OF SECTION 01000

## SECTION 01030 – AIRPORT WORK PROCEDURES

### GENERAL

**1030-1.1 Introduction:** This project will include Contractor operations within or near active Air Operations Areas (AOA). The Airport will conduct normal aircraft operations during the course of this project, subject to certain restrictions called out in this section, elsewhere in the specifications, or in the plans. Therefore, to provide for the security and safety of Airport users and the Contractor's forces, as well as to minimize interruptions to aircraft operations, the Contractor shall limit his work within the areas designated and conduct his operations as specified.

**1030-1.2** The safety of the Airport patrons and personnel and of the Contractor's personnel is paramount throughout construction. Except where stricter requirements are indicated, the Contractor shall follow the safety guidelines referenced in the Federal Aviation Administration (FAA) [[www.faa.gov](http://www.faa.gov)] Advisory Circular (AC) No. 150/5370-2, latest edition, "Operational Safety on Airports During Construction".

**1030-1.3** This project may include Contractor operations near active Air Operations Areas (AOA). The Airport will conduct normal aircraft operations during the course of this project, subject to certain restrictions called out in this section or elsewhere in the specifications. Therefore, to provide for the security and safety of Airport users and the Contractor's forces, as well as to minimize interruptions to aircraft operations, the Contractor shall limit his work within the areas designated and conduct his operations as specified.

**1030-1.4 Construction Scheduling and Coordination:** The Work will be conducted so as to provide the least possible interference with the Owner's daily operations. Prior to commencing Work on-site, the Contractor shall submit, and secure approval from the Owner, a complete schedule for the project, identifying any expected periods of potential conflict.

### **1030-1.3 Construction Safety Requirements:**

#### **A. Airport Safety**

Contractor shall obtain, have knowledge of, and incorporate the following safety provisions into the construction project:

1. Operational Safety on Airports During Construction – AC-150/5370-2, latest edition.
2. Airport Safety Self-Inspection – AC-150/5200-18, latest edition.
3. Painting, Marking, and Lighting of Vehicles Used on an Airport – AC 150/5210-5, latest edition.
4. Consideration of Improvement of Airport Safety – FAR, PART 139.
5. Contractor shall comply with all Airport security regulations that may be established to protect airport operations.
6. Additional notes on the Phasing and Staging drawings and in the general requirements sections of these Contract Documents provide a level of safety and security requirements and guidelines.



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7. The Contractor shall incorporate the Airport guidelines and requirements into his Construction Safety and Security Plan, and attain Owner's approval in advance of mobilizing Contractor's forces on the Airport premises.
  8. Failure to comply with the Contractor's Safety and Security Plan, or violation of any Airport safety and security regulations and protocols, will result in disciplinary action. At a minimum, violations will result in temporary restriction of an individual's access to secure areas of the Airport. Disciplinary actions may, as relates to the type and nature of the violation, and at the Airport's sole discretion, include:
    - a. Verbal reprimand and temporary revocation of access privileges
    - b. Temporary revocation of access privileges and mandatory re-training in Security Class and Airport Safety and Security procedures
    - c. Permanent restriction of access privileges
    - d. Permanent loss of access privileges
    - e. Restriction from worksite
    - f. Restriction and removal from Airport property(ies)
    - g. Fines, as defined elsewhere in this document or in the security plan
  9. In case of emergency, the Contractor shall make every effort to remove the equipment and personnel from affected area(s) and abide by decisions made by the Owner or his/her representative.
    - a. To the best of his ability, the Contractor shall immediately comply with directives from representatives of the FAA and Transportation Security Administration. Contractor will then promptly notify first the designated Airport Operations representative and second the Owner's project representative of the incident.
    - b. See General Conditions and other parts of this Section for additional information in case of emergencies and other unforeseeable conditions beyond the Control of the Contractor or the Owner, which may include acts of God or the public enemy, acts of government, hurricanes, fires, floods, or safety and security incidences and changes in national transportation safety and security procedures

**B. General:**

1. **Safety Officer:** The Contractor is required to employ a Safety Officer who will be the liaison between the Contractor, the Engineer and the Owner in all safety related matters for the duration of the project. The Safety Officer shall be on call 24 hours per day for emergency maintenance of airport hazard lighting, barricades, and other safety features.
2. **Protection of Utilities:** The Contractor shall be responsible for field marking and protecting all utilities that may be impacted by construction.
3. **Storage of Equipment, Vehicles, and Materials:** All equipment, vehicles, and materials must be stored in the designated storage or staging area or in areas acceptable to the Engineer.
4. **Vehicular Markings:** Contractor vehicles and equipment shall be marked with checkered flags and lighted with flashing beacons to comply with requirements of FAA AC 150/5210-5, latest edition, "Painting, Marking, and Lighting of Vehicles Used on an Airport". All vehicles and equipment shall display 3' x 3' flags, orange and white "checkerboard"

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pattern, with the squares being 1' x 1' each. All vehicles and construction equipment working during the night shall be equipped with an amber colored rotating beacon light.

**5. Construction Methods Limitation:**

- a. No open flames or burning will be allowed on Airport property except as specifically authorized by the Engineer in writing.
- b. Stockpiled material shall be constrained in a manner to prevent displacement by jet blast, prop blast, or wind, and shall be kept to a minimal height.

**6. Safety and Accident Protection:**

- a. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations governing safety, health, and sanitation; shall provide barricades; and shall take any other needed actions, on his own responsibility, that are reasonably necessary to protect the life and health of employees on the job, the safety of airport users, the safety of moving and parked aircraft, and other property during the performance of the work.
- b. The Safety Officer's duties shall include accident prevention.

**7. Driveways and Entrances:**

Except to the minimum extent required for construction, keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Only a single entry or exit way may be closed at a time.

- a. Schedule deliveries to minimize use of driveways and entrances.
- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- c. Delivery vehicles, construction vehicles and other construction related hauling vehicles are restricted to the hauling/travel routes identified on the Site Phasing Plan, unless otherwise authorized, in writing, by the Airport Engineer.
- d. The area immediately adjacent to the Area of Work is limited. Coordinate transportation of workers and equipment from the Staging Area to this area in order to limit the number of vehicles present. Limit total number of vehicles in this area to the space available, and as approved in advance by the Airport Engineer. Only authorized work vehicles, as described elsewhere in this document, will be allowed access to the Secured Area. No personal vehicles will be allowed in the staging areas within the Secured Area.

**8. Emergency Preparedness / Special Event Conditions:**

The Contractor shall fully participate with the County in reasonable measures to protect the general public, the County and the Airport, their employees, the Contractor and his employees, and his forces, equipment, and materials from damages from unforeseeable causes beyond the control of the Owner or the Contractor, including but not limited to: unusual weather events, acts of God, acts of public enemies, acts of government, fires, floods, discovery of pre-existing hazardous materials or hazardous conditions, epidemics, quarantine or public-health regulations, and strikes or lockouts.

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In the event of an emergency affecting the safety or security of the public, Airport tenants, Airport employees, Contractor or subcontractor employees, the Project, other property or individuals, then the Contractor, without special instruction or authorization, shall act to prevent and reduce injury, damage, or loss.

Upon observation of conditions, acts or events indicating risk to safety or security anywhere on Airport property, Contractor shall immediately notify Airport Operations and Airport Engineer.

Contractor is fully responsible for the safety and security of the Project throughout Construction. In any special event, should the Contractor fail to remove forces, equipment, and materials under his control from the Owner property, or to secure the same and the Work to the satisfaction of the Airport Engineer, and in the opinion of the Airport Engineer those forces equipment, or materials shall be at risk of injury, damage or loss, or of causing injury, damage, or loss to the Owner or others; then the Owner may, or may not, choose to remove, relocate, or secure the Work by whatever means the Owner deems in the best interest of the Owner and the Project.

#### **9. Cleanliness of Site:**

Contractor shall be responsible for keeping aircraft operations areas, movement areas, ground service routes, work open to or visible from public areas, tenant operations areas, work areas used or accessed by others, haul route, and staging areas in an orderly and clean condition

#### **10. Occupancy of Site:**

Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

#### **11. Coordination with Daily Airport Operations:**

Occupied areas include all areas in which the Owner's regular operations will be going on or to which the Owner requires access during the construction period, whether conducted by the Owner or his tenants, clientele, or the public.

Construction related activities, in general, shall proceed during normal working hours, unless the work will interfere with operating procedures of the Airport. When this interference occurs, the Contractor shall arrange his activities and work schedule to be performed during non-operating hours of the area of the Airport affected. Some areas of the Airport are in operation for fewer hours each day than the overall operating hours, and the Contractor shall have the option of working those areas which are not in operation when the construction activities cause neither interference nor safety or security problems to the users of the Airport. Contractor may, upon approval of the Owner, choose to conduct construction activities during off hours. Owner requires that an authorized representative of Airport Operations be present on-Airport during Contractor Activities. Work in public areas, and work impacting airline or tenant operations areas, shall be coordinated with the Airport and respective tenants not less than thirty (30) days in advance of anticipated work in those areas.

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**12. FAA Advisory Circular:** Except as otherwise specified, FAA AC 150/5370-2, latest edition, and all its references shall be used in maintaining airport operational safety during construction. The Contractor shall obtain a copy of this Advisory Circular from FAA.

**13. Stockpiles:** Stockpiled materials shall not be permitted within 50-feet of any portion of a parked or taxiing aircraft.

**14. Grading Requirements:** All construction within a restricted area shall be performed in such a manner that, at the end of the closure period, it will leave the area with no abrupt grade changes or grades in excess of 5 percent, and with no trenches with depth or width greater than 3 inches.

**1030-1.4 Safety Planning:** The Contractor shall integrate and maintain requirements of airport operational safety into each planning and work schedule. The Contractor's Safety Officer shall continuously monitor all planning schedules and work underway for compliance to AC 150/5370-2, Latest Edition; and shall maintain vigilance to detect areas needing attention due to oversight or altered construction activities. Airport operational safety during construction will be on the agenda at the preconstruction conference and each coordination and progress meeting.

**1030-1.5 Security Requirements:** The Contractor has the responsibility for maintaining security of the access gates or any other entrance to the AOA. The Contractor may be required to utilize a gate guard.

#### PRODUCTS

**1030-2.1 Not Used**

#### EXECUTION

**1030-3.1 Limitation of Closures:** If required, only the Owner will make Airfield pavement closures. The Contractor shall request the closure through the Engineer. Airfield pavement closures shall be minimized.

**1030-3.2 Measurement and Payment:** No separate payment shall be made for compliance with this specification or an incidental or subsidiary item required by this specification.

**END OF SECTION 01030**

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## SECTION 01090 - REGULATIONS AND DEFINITIONS

### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS: Drawings, General Provisions, Supplementary Conditions, Specifications, and other contract documents apply to work of this section.
- 1.2 DESCRIPTION OF REQUIREMENTS:
- A. General: This section specifies procedural and administrative requirements for compliance with governing regulations, codes and standards imposed upon the work. These requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards.
  - B. The term "Regulations" is defined to include laws, statutes, ordinances and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.
  - C. Governing\_Regulations: Refer to General Provisions, Supplementary Conditions, and General Requirements for requirements related to compliance with governing regulations.
- 1.3 DEFINITIONS:
- A. General\_Explanation: Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily complete, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.
  - B. General\_Requirements: Provisions and requirements of Division 1 sections apply to the entire work of the contract and, where so indicated, to other elements which are included in the project.
  - C. Indicated: The term "indicated" is a cross-reference to graphic representations, notes or schedules on the drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of locations is intended except as specifically noted.
  - D. Directed, Requested, etc.: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Architect / Engineer", "requested by the Architect / Engineer", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect or Engineer's responsibility into the Contractor's area of construction supervision.

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- E. Approved: Where used in conjunction with the Architect's or Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of the Architect's or Engineer's responsibilities and duties as specified in General Provisions and Supplementary Conditions. In no case will the Architect's or Engineer's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of contract documents or acceptance of the work, unless otherwise provided by requirements of the contract documents.
- F. Project Site: The term "project site" means the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the drawings.
- G. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- H. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
- I. Provide: The term "provides" means "to furnish and install, complete and ready for the intended use."
- J. Installer: The "installer" is the "the entity" (person or firm) engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular element of construction at the project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced in the operations they are engaged to perform.
- 1.4 SUBMITTALS: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01090

## SECTION 01100 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
1. Project information.
  2. Work covered by Contract Documents.
  3. Work under separate contracts.
  4. Owner-furnished products
  5. Use of premises.
  6. Coordination with occupants.
  7. Work restrictions.
  8. Specification and drawing conventions.
- B. Related Sections include the following:
1. Section 01030 "Maintenance of Air Operations Traffic" for limitations and procedures governing work on the Airport.

#### 1.3 PROJECT INFORMATION

A. Project Identification: **Security Bollards**

1. Project Location: Destin-Fort Walton Beach Airport  
1701 State Road 85 North  
Eglin AFB, FL 32524

B. Owner: Board of County Commissioners of Okaloosa County, Florida  
Destin-Fort Walton Beach Airport

1. Owner's Representative: Chad Rogers, P.E., Airports Project & GA Manager

Architect / Engineer: Michael Baker International  
Nathan Parish, P.E.  
4211 W Boy Scout Blvd, Suite 500  
Tampa, Florida 33607  
Phone: (813) 889-3892  
Fax: (813) 889-3893  
Florida License Number 28861



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#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and generally consists of the following:

1. The construction work includes furnishing labor, materials, and equipment in accordance with the project plans and specifications.

The scope of work shall also include; coordination with the Airport, protection of the all existing facilities, equipment, and utilities to remain, and maintaining access to existing airport facilities.

The Contractor will be responsible for field verifying the dimensions and verifying the background drawings are accurate. The Airport can provide a reference copy of the Cad drawings in electronic form; however the Contractor will be solely responsible for the accuracy of the drawings, and any updating of the background drawings provided. The Contractor shall be required to acknowledge this in the form of a signed release prior to transfer of the Cad Files.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

#### 1.5 WORK UNDER SEPARATE CONTRACTS

A. General: When applicable cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work – Owner Performed: Owner will perform work using his own forces for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. Miscellaneous property maintenance or facility upgrades, to be determined, outside of the project work area.
2. Temporary maintenance of automobile and aircraft traffic during construction.

#### 1.6 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Construction Drawings.

B. Use of Site: Limit use of premises to work in areas indicated on the drawings. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy of Project site.
2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all time unless otherwise approved. Do not use these areas for parking or storage of materials.

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- a. Schedule deliveries to minimize use of roads, and driveways, and of security gates and entrances.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - c. Owner will not accept deliveries. The Contractor shall have a representative on site for taking Contractor's deliveries.

#### 1.7 OWNER-FURNISHED PRODUCTS

- A. Unless otherwise indicated, Owner will not furnish products or materials required for this project.

#### 1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

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SECTION 01135 – WEATHER DELAYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 EXTENSIONS OF CONTRACT TIME:

- A. If the basis exists for an extension of time in accordance with General Conditions, Article 8, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for the entire construction duration of each phase as a whole.

1.3 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE:

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for the Destin Executive Airport (DTS).
- B. Standard Baseline shall be regarded as the normal and anticipatory number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of precipitation in excess of one-tenth inch (0.10") liquid measure. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.
- C. Standard Baseline (based upon precipitation in excess of one-tenth inch (0.10") liquid measure) established for this contract is as follows:

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
3	5	4	9	4	4	5	7	6	6	4	6

The Contractor shall include, at a minimal, the above noted rain days within the construction schedule.

1.4 ADVERSE WEATHER AND WEATHER DELAY DAYS:

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
  - 1. precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure;
  - 2. temperatures which do not rise above 32 degrees F by 10:00 a.m.;
  - 3. temperatures which do not rise above that specified for the day's construction activity by 10:00 a.m., if any is specified;

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4. sustained wind in excess of twenty-five (25) m.p.h.;
  5. any day that the Owner has requested no work to be performed.

B. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled work day, including a weekend day or holiday if Contractor has scheduled construction activity that day. Adverse Weather may include "dry-out" or "mud" days, as determined by the Architect such as:

1. For rain days above the standard baseline.
2. Only if there is a hindrance to site access or sitework, such as excavation, embankment, backfill, footings, etc. (see 4. & 5. below).
3. At a rate no greater than one (1) make-up day for each day or consecutive days of rain beyond the standard baseline that total 0.1 inch or more, liquid measure, if no substantial work is possible (see 4. & 5. below), unless specifically recommended otherwise by the Construction Manager/Architect.
4. If the Contractor's activity is limited to approximately 50% of the Contractor's activity before the Adverse Weather occurrence, then one-half ( $\frac{1}{2}$ ) a weather delay day will be counted. For example if the Contractor is disking excavation and embankment areas to dry in situ moisture in the soils or hauling and placing unclassified excavation or borrow material to the embankment before an Adverse Weather occurrence, but is able to continue disking excavation and embankment areas or placing unclassified excavation or borrow material, one-half ( $\frac{1}{2}$ ) a Weather Delay Day will be allowed.
5. If the Contractor's activity is limited to minor activity when compared to the Contractor's activity before the Adverse Weather occurrence, then one (1) weather delay day will be counted. For example if the Contractor is disking excavation and embankment areas to dry in situ soils, hauling borrow material to embankment before an Adverse Weather occurrence, but is only able to disk excavation and embankment areas to dry them due to the Adverse Weather occurrence, one (1) Weather Delay Day will be allowed.

C. If the Contractor is able to only perform disking operations to dry excavation and embankment areas due to in situ moisture in the soil, this is not considered an Adverse Weather occurrence or a Weather Delay Day and is considered to be a part of normal construction activities whether any other work can be performed or not.

D. The Architect or Owner will utilize monthly weather data from the Local National Weather Station or from on-site observations. The determination of Contractor's entitlement for any Weather Delay days, as defined hereinabove, will be based on the entire construction duration of the phase in lieu of a month-by-month consideration. The entitlements will consider those months that conditions are better or worse than the Standard Baseline established for this contract.

For example:

1. If the total number of standard baseline days for a Phase is forty one (41) days and there are thirty six (36) days with precipitation in excess of one tenth inch (0.10") liquid measure and ten (10) weather delay days, giving a total of forty six (46) rain and weather delay days. This would amount to five (5) days in excess of the total baseline days for that Phase. Five (5) additional days will be added to the time for that Phase.

2. If the total standard baseline for a Phase is forty one (41) days and there are twenty (28) days with precipitation in excess of one tenth inch (0.10") liquid measure and nine (9) weather delay days, giving a total of thirty seven (37) rain and weather delay days. This would amount to four (4) days better than the total baseline days for that Phase. Four (4) days will be deducted from the time for that Phase.
- E. Baseline days will be prorated when partial months are a part of a phase/stage or the overall contract time. For example:
1. If the contract or a phase begins on April 11, including April 11, there are twenty (20) calendar days remaining in April. Twenty (20) remaining calendar days divided by thirty (30) total calendar days in April equals 0.6667. Six (6) total baseline days established for April multiplied times 0.6667 equals four (4) baseline days for the remaining twenty calendar days in April.
- F. Section 01135, Weather Delays establishes an anticipated number of days of lost construction time for each month.
1. To calculate any liquidated damages for a phase/stage that is not completed on time, the number of baseline days for the actual total construction time for that phase/stage will be calculated from the standard baseline.
  2. The number of weather delay days for the actual total construction time for that phase/stage will be calculated.
  3. The difference in weather delay days and baseline days will then be calculated. Months that have less weather delay days than baseline days will result in a negative number.
  4. The resulting difference will then be added to the contract time for the phase/stage.
  5. The difference in the actual total construction time and the contract time plus weather delay days in excess of the baseline for that phase/stage will determine if and what the actual amount of liquidated damages for that phase/stage will be.
- G. Weather Delay Calculation Example:

Using a **hypothetical** Phase 1 for example if:

FROM	TO	BASELINE DAYS	ACTUAL WEATHER DELAY DAYS	NUMBER OF DAYS IN EXCESS OF BASELINE
July 10, 2009	July 31, 2009	5	3	-2
Aug. 1, 2009	Aug. 31, 2009	7	11	+4
Sept. 1, 2009	Sept. 8, 2009	1	4	+3
		13	18	+5
Phase 1 Contract Time				60
				65

Phase 1 Contract Time + Number Of Weather Delay Days In Excess Of Baseline	
Phase 1 Actual Construction Time	67
Phase 1 Days Of Liquidated Damages	2

- H. Contractor Reporting (Monthly Basis). Throughout the duration of the contract, the Contractor and Architect shall reconcile impacts due to weather on a monthly basis. The Contractor shall submit monthly with the pay request an itemized list of; days impacted by weather, scheduled activity that was impacted and the impact which caused the delay (temperature, mud, snow, etc.).

END OF SECTION 01135

## SECTION 01140 – WORK RESTRICTIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
  - 1. Refer also to Section 01100 “Summary”
- B. Section 01143 “Airport Project Work Procedures”.

#### 1.2 SEQUENCING:

- A. The Contractor shall schedule his work activities in accordance with requirements of the Phasing Plans, and these Specifications unless otherwise approved by the Owner.

#### 1.3 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
- B. Limits: Confine constructions operations to areas indicated in the documents and necessary to the progress of the Work.
- C. Owner Occupancy: Allow for Owner occupancy of site and use by the public. The Owner will endeavor to cooperate with the Contractor's operations when the Contractor has notified the Owner in advance of need for changes in operations in order to accommodate construction operations. Conduct the work so as to cause the least interference with the owner's operations.
- D. The following existing facilities may not be used by construction personnel:
  - 1. Roadways and Parking lots, except as designated by the Owner.
  - 2. Toilet facilities.
  - 3. Public Telephones
  - 4. Public Waiting Areas
- E. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- F. Schedule deliveries to minimize use of driveways and entrances.
- G. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.



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- H. Delivery vehicles, construction vehicles and other construction related hauling vehicles are restricted to the hauling/travel routes identified on the Site Phasing Plan, unless otherwise authorized, in writing, by the Owner.
  - I. Storage areas will be available on site.
  - J. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

#### 1.4 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy the existing parking lot and terminal building and airport facilities during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. Existing Utilities: Disruption of utility services to the existing terminal and airport facilities will not be acceptable. The Contractor shall schedule all utility tie-ins with local utility service providers, and with the Owner a minimum of seven (7) calendar days before service interruption is scheduled to occur. The Contractor shall schedule utility tie-ins during off-peak hours to minimize disruption of airport operations. Utility service shall not be disrupted for more than four (4) hours. Off-peak hours are defined as midnight to 4:00 a.m.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 COORDINATION WITH OCCUPANTS

- A. Occupied areas include all areas in which the Owner's regular operations will be going on or to which the Owner requires access during the construction period, whether conducted by the Owner or his tenants, clientele, or the public.
- B. Construction related activities, in general, may proceed during normal working hours, unless the work will interfere with operating procedures of the Airport. When this interference occurs, the Contractor shall arrange his activities and work schedule to be performed during non-operating hours of the area of the Airport affected. The Airport is generally in operation between the hours of 6:00 am and 6:00 pm, seven days per week.
- C. Limit access through occupied areas to those days and times, which the Owner approves.
- D. The Contractor shall review the phasing plans and shall submit his plan for providing safe and secure passageway for users of the Airport during construction activities. Any access or egress routes, which are required exits in accordance with the code, shall be maintained at all times during the construction of any given area.

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- E. When the following must be modified, provide alternate facilities acceptable to the Owner:
  - F. Entrances which must remain open.
  - G. Doors and gates which are part of the Airport's security (SIDA) demarcation.
  - H. Utilities which must remain in operation
  - I. Informational signage to direct the movement of airport patrons, tenants, clientele, or the public.

### 3.2 UTILITIES

- A. Utilities are located within the construction area. Contractor shall coordinate with Owner and Architect/Engineer to identify utilities. Contractor shall be responsible for contacting utility owners and locating all existing utilities within the work area. Contractor shall be responsible for costs associated with utility location, protection, and for required repairs due to failure to comply with these requirements.
- B. Information concerning underground utilities and service lines may be obtained from the utility companies, Owner, FAA, or the national weather service. The Owner and the Architect/Engineer do not guarantee their accuracy. The contractor is advised to determine the exact locations from the available sources of information, or provide his own means of detection.
- C. Contractor shall notify airport personnel, utility companies, FAA personnel, and weather bureau personnel before excavating in any area.
- D. Agencies / utility companies with service on the airport are as follows:
  - 1. Federal Aviation Administration
  - 2. Electric
  - 3. Domestic Water
  - 4. Reclaimed Water
  - 5. Sewer
  - 6. Cable Television
  - 7. Telephone Service
  - 8. DOD/USAF
- E. In all construction areas, all FAA cables will be marked by FAA prior to construction. Contractor is to protect cables during construction. Contractor shall notify FAA supervisor in advance of construction activity to allow the FAA sufficient time to locate and mark existing field cable and to avoid unscheduled facility outages. Any FAA equipment/cable that is damaged by the contractor shall be repaired as approved by the FAA supervisor / representative. All cable splice/repairs shall meet FAA specifications and be accomplished to the satisfaction of the FAA representative. Qualified workmen regularly engaged in that type of work shall perform all cable work. If an existing cable cannot be repaired to the satisfaction of the FAA, new cable of like kind shall be installed.
- F. Maintain existing surface and pipe storm drainage, unless otherwise noted.

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3.3 USE OF SITE

- A. The Contractor shall at all times so conduct his work as to create no hindrance, hazard, or obstacle to vehicular or aircraft traffic using the airport.
- B. The contractor shall control his operations and the operations of his subcontractors and all suppliers so as to provide for the free and unobstructed movement of the public in the existing parking lot areas not closed by for the Contractor's use. Barricades shall be provided to restrict the public's access to the project site at all times.
- C. Access to the work: access to the work will be via the access routes shown on the plans or as directed by the Owner. The contractor shall identify access routes with suitable signs, barricades and similar equipment.
- D. All construction traffic shall enter and exit the project area through access points directed by the Owner. Contractor will be responsible for security of construction access gates in accordance with the airport's security plan.
- E. Haul Route: All existing roads and parking lot areas that will be used as part of the haul road will be restored to their original condition. After completion of the project the Contractor will be responsible for daily clean-up operations of debris that may be on the haul road.
- F. The existing airport pavements, access roads, and haul routes may not be capable of supporting certain types of construction equipment. Prior to bidding, the Contractor shall fully satisfy himself as to the ability of the existing airport pavements to satisfactorily sustain the type of equipment he plans to use. Contractor shall size the equipment used for construction accordingly. The Contractor at no additional cost to the Owner shall repair any damage caused by hauling or any other construction activity to existing pavement.
- G. It is of specific importance that all aircraft operating areas, parking lots, terminal, and landscaped areas be kept free of construction related debris due to potential aircraft damage. The Contractor shall police the construction and adjacent site area regularly to assure that no debris creates an endangerment to aircraft. Contractor shall maintain these pavements clean throughout the project.
- H. Project access, staging area, waste area, stockpile area and all haul roads shall be restored to original condition including topsoil and seeding at job completion at no additional cost to owner.
- I. The location (and size) of the Contractor's staging area will be determined at the pre-construction conference.
- J. All construction material and equipment shall be located and stored in the designated staging area(s) only.
- K. The Contractor will be responsible for the cleanup and disposal of all trash and debris created by his work or personnel. All trash and debris must be disposed of offsite.
- L. The contractor will be responsible for the storage and security of his material and equipment and shall erect storage facilities and fencing as necessary. The contractor's storage and staging area shall be in the general location(s) shown on drawing.

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- M. Contractor shall control dust at an acceptable level. The Contractor shall be required to keep a water supply at the project site during heavy equipment usage areas.
  - N. Burning of debris will not be allowed on airport property.
  - O. All vehicles operated on existing pavements to remain shall be rubber tired.
  - P. The Contractor shall not enter or encroach upon an aircraft parking area or operational taxiway without first obtaining permission from the Airport.
  - Q. Damage to aircraft, ground equipment, or facilities on the ground, resulting from hauling or storage of material or other activities in connection with the execution of the contract work, shall be repaired or replaced by the Contractor in as good or better condition as originally found.
  - R. Stock-piled material shall be constrained in a manner to prevent movement resulting from aircraft engine blast or wind.
  - S. All vehicles of the Contractor's forces shall be parked in designated areas only. Contractor to provide temporary gate and fencing at perimeter and is to be responsible for security, maintenance, and restoration of areas.
  - T. In the event the Contractor services his equipment on airport property, all oil and fluids removed from the equipment must be collected and disposed of in accordance with the local, state and federal environmental laws. If a hazardous, or regulated material is spilled, it must be promptly reported to the airport and cleaned up by the contractor at his expense.

### 3.4 PHASING AND SEQUENCING

- A. Existing easements to other properties shall be maintained at all times. Areas outside the project limits are designated as restricted areas. The Contractor's forces are prohibited from entering restricted areas at any time, unless specifically authorized by the Architect/Engineer or airport operations department.
- B. Contractors shall be responsible for visiting the site to become familiar with the existing conditions. The documents shall serve to aid the contractor in his evaluation of the sequences and extents of construction; but shall not be held to be all-inclusive. Any conflicts or apparent deficiencies must be submitted to the Architect/Engineer in writing prior to bidding.
- C. Portions of the airport shall be occupied during construction. The Contractor shall comply with the following life safety issues. Failure to list all life safety issues does not relieve the Contractor from complying with federal, state and local codes, the contractual agreement between the Contractor and Owner, and other governing bodies which have jurisdiction on this project. The following are interim life safety code issues which are specific to this project and must be addressed:
  - 1. Insure that all exits except one are open at a time. Provide free and unobstructed egress through all entrance / exit points except the one affected by active construction activities. The owner shall receive written notification and shall respond with approval if alternative exits must be designated.

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- 2. Ensure fire alarm, detection and suppression systems are not impaired. A temporary, but equivalent, system shall be provided, installed and tested prior to any existing fire system being impaired.
  
  - D. Smoking shall be prohibited in all areas of the existing and new buildings. Only in designated areas outside of the buildings shall smoking be allowed.
  
  - E. Develop and enforce storage, housekeeping and debris removal procedures that reduce the flammable and combustible fire load to the lowest level necessary for daily operations.
  
  - F. Secure all tools and construction materials during breaks and non-construction hours.

END OF SECTION 01140

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## SECTION 01290 - PAYMENT PROCEDURES

### GENERAL

### RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### SUMMARY

This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

Related Sections include the following:

Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

### DEFINITIONS

Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### SCHEDULE OF VALUES

Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

Application for Payment forms with Continuation Sheets.  
Submittals Schedule.  
Contractor's Construction Schedule.

Submit the Schedule of Values to the Owner at earliest possible date but no later than 14 calendar days before the date scheduled for submittal of initial Applications for Payment.

Sub schedules: Where the Work is separated into phases requiring separately phased payments, provide sub schedules showing values correlated with each phase of payment.

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Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section. Provide labor and material breakdowns, and list all allowances and Owner-accepted alternates on as separate line items.

Identification: Include the following Project identification on the Schedule of Values:

- Project name and location and Owner's name.
- Name of Architect.
- Architect's project number.
- Contractor's name and address.
- Date of submittal.

Submit draft of AIA Document G703 Continuation Sheets.

- Related Specification Section or Division.
- Description of the Work.
- Name of subcontractor.
- Name of manufacturer or fabricator.
- Name of supplier.
- Change Orders (numbers) that affect value.
- Dollar value.

Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.

Round amounts to nearest whole dollar; total shall equal the Contract Sum.

Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

Allowances and Alternates: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities. List Owner-accepted alternates as separate line items within the Schedule of Values.

Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

Mobilization, Demobilization, Temporary Facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values.

Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## APPLICATIONS FOR PAYMENT

Each Application for Payment shall be consistent with previous applications and payments as certified by Architect, authorized/approved and paid for by Owner.

Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of design or construction Work covered by each Application for Payment is the period indicated in the Agreement.

Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

Submit pencil copy of draft pay application to the Architect for initial review and concurrence with amounts being requested seven (7) days before submittal of notarized originals for processing.

Confirm all mathematical calculations and that values on the cover page match the values within pay application back-up.

Transmittal: Submit **1 (one)** signed and notarized original copy of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien, certified payroll, MBE/SBE certifications of payment amounts, stored material receipts and similar attachments if required.

Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

When an application shows completion of an item, submit final or full waivers.



Owner reserves the right to designate which entities involved in the Work must submit waivers.

Submit final Application for Payment with or proceeded by final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.

Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

Sample form is included in the Appendix to General Conditions.

Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

List of subcontractors.

Schedule of Values.

Contractor's Construction Schedule (preliminary if not final).

Products list.

Schedule of unit prices.

Submittals Schedule (preliminary if not final).

List of Contractor's staff assignments.

List of Contractor's principal consultants.

Copies of building permits.

Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

Initial progress report.

Report of preconstruction conference.

Certificates of insurance and insurance policies.

Performance and payment bonds.

Data needed to acquire Owner's insurance.

Initial settlement survey and damage report if required.

Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

Evidence of completion of Project closeout requirements.

Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

Updated final statement, accounting for final changes to the Contract Sum.

AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."

AIA Document G706A, "Contractor's Affidavit of Release of Liens."

AIA Document G707, "Consent of Surety to Final Payment."

Evidence that claims have been settled.

Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

Final, liquidated damages settlement statement.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 01290

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## SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

- B. Related Sections include the following:

1. Division 1 Section "Summary" for a description of the division of Work among separate contracts.
2. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Division 1 Section "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

#### 1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
  2. Preparation of the Schedule of Values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Pre-installation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.
  9. Project closeout activities.

## 1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate required installation sequences.
    - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
  2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
  3. Number of Copies: Submit seven opaque copies of each submittal. Engineer will return one copy.

- a. Submit seven copies where Coordination Drawings are required for operation and maintenance manuals. Engineer will retain three copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
  4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
- B. Key Personnel Names: At least 15 calendar days prior to starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within three business days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.

- h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Preparation of Record Documents.
  - l. Use of the premises and existing building.
  - m. Work restrictions.
  - n. Owner's occupancy requirements.
  - o. Responsibility for temporary facilities and controls.
  - p. Construction waste management and recycling.
  - q. Parking availability.
  - r. Office, work, and storage areas.
  - s. Equipment deliveries and priorities.
  - t. First aid.
  - u. Security.
  - v. Progress cleaning.
  - w. Working hours.
3. Minutes: Engineer will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. The Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.

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- x. Protection of adjacent work.
  - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
  - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.
      - 12) Quality and work standards.
      - 13) Status of correction of deficient items.
      - 14) Field observations.
      - 15) RFIs.
      - 16) Status of proposal requests.



- 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
3. Minutes: Engineer will record and distribute to Contractor the meeting minutes.
  4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
    - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at monthly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Work hours.
      - 10) Hazards and risks.
      - 11) Progress cleaning.

- 12) Quality and work standards.
  - 13) Change Orders.
3. Reporting: Engineer or Owner will record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### 1.7 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
  2. Project identification and tracking numbers.
  3. Date.
  4. Name of Contractor.
  5. Name of Engineer.
  6. RFI number, numbered sequentially.
  7. Specification Section number and title and related paragraphs, as appropriate.
  8. Drawing number and detail references, as appropriate.
  9. Field dimensions and conditions, as appropriate.
  10. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  11. Contractor's signature.
  12. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: CSI Form 13.2A, or other industry-standard form approved as equal by Engineer.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.

- E. Engineer's Action: Engineer will review each RFI, determine action required, and return it. Allow ten working days for Engineer's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Engineer's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. Engineer's action may include a request for additional information, in which case Engineer's time for response will start again.
  3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within three days if Contractor disagrees with response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
1. Project name.
  2. Project identification numbers.
  3. Name and address of Contractor.
  4. Name and address of Engineer.
  5. RFI number including RFIs that were dropped and not submitted.
  6. RFI description.
  7. Date the RFI was submitted.
  8. Date Engineer's response was received.
  9. Identification of related Minor Change in the Work, Construction Change Directive, and Change Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

**DESTIN-FORT WALTON BEACH AIRPORT  
SECURITY BOLLARDS**

**INFORMATION REQUEST No. IR – \_\_\_\_\_**

SUBJECT: \_\_\_\_\_  
SPECIFICATION REF.: \_\_\_\_\_  
DRAWING REF.: \_\_\_\_\_

**DESCRIPTION:**

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

**PROPOSED SOLUTION:**

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

COMPANY NAME: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

**RESPONSE:**

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Engineer  
Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Construction Manager

If this response causes any cost or time impact to your work, do not proceed; submit a Change Proposal (CP) for changes in Contract Sum and/or Time within fifteen (15) days. If this response indicates no change to the Work or a minor change to the Work consistent with the Contract Documents, indicate your acceptance of this response in the space indicated below and return a copy prior to proceeding.

Accepted by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor Signature

cc: ENGINEER  
CONTRACTOR  
OWNER'S REPRESENTATIVE

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## SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Daily construction reports.
3. Special reports.

- B. Related Sections include the following:

1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 1 Section "Photographic Documentation" for submitting construction photographs.
5. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.

- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- D. Event: The starting or ending point of an activity.

- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit **seven** copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Engineer's final release or approval.
- C. Preliminary Construction Schedule: Submit seven opaque copies.
  - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
- D. Contractor's Construction Schedule: Submit seven opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- E. Daily Construction Reports: Submit four copies at monthly intervals.
- F. Material Location Reports: Submit four copies at monthly intervals.
- G. Field Condition Reports: Submit seven copies at time of discovery of differing conditions.
- H. Special Reports: Submit seven copies at time of unusual event.

## 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each phase or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Engineer.
  - 2. Procurement Activities: Include procurement process activities for any long lead items and major items, requiring a cycle of more than 30 days, as separate



- activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
- a. Performance Grade (PG) of asphalt.
  - b. Aggregate gradation for asphalt and P-209 Crushed Aggregate.
  - c. Signs or other hardware related to electrical pieces of the scope.
3. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include not less than three days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- a. None noted by the County.
2. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Subcontract awards.
    - b. Submittals.
    - c. Purchases.
    - d. Sample testing.
    - e. Deliveries.
    - f. Installation.
    - g. Tests and inspections.
    - h. Startup and placement into final use and operation.
  4. Other Constraints: Separate and Identify Work by project elements and areas within the Terminal Area.
    - a. Project elements are headings of work described in the Bid Submittal Form and Instructions to Bidders.
    - b. Named work areas in the Project Area include, but are not limited to:
      - 1) Terminal Curbside Bollards

- 2) Terminal East/West Bollards
- 3) Airside Bollards

c. Show expected Busy Periods for Airline Activities, as defined by Owner at Preconstruction Conference

- 1) Christmas Holidays – December 21-31, 2018
- 2) Spring break – March 1 to April 30 2019

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion, and the following interim milestones:

1. Begin and end dates for phases of work within named work areas
2. Closing and opening of the curbside travel lanes and curb ramps

## 2.3 CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit horizontal bar-chart-type construction schedule by the date established for the Pre-Construction Conference.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities. Include skeleton diagram for the remainder of the Work.

## 2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of contractors/subcontractors and number of personnel at Project site.
2. Equipment at Project site.
3. Equipment/Material deliveries.
4. High and low temperatures and general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events, stoppages, delays, shortages, and losses (refer to special reports).
8. Emergency procedures.
9. Orders and requests of authorities having jurisdiction.
10. Change Orders received and implemented.
11. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within 24 hours of an occurrence. Distribute copies of report to parties affected by the occurrence. Distribute copy of special reports to Engineer and Resident Project Representative.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. When revisions are made, distribute updated schedules to the same parties. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01320

## SECTION 01322 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final Completion construction photographs.
- B. Related Sections include the following:
  - 1. Division 1 Section "Submittal Procedures" for submitting photographic documentation.
  - 2. Division 1 Section "Closeout Procedures" for submitting digital media as Project Record Documents at Project closeout.

#### 1.3 SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Include same label information as corresponding set of photographs.
- B. Construction Photographs: Submit digital copies, or three prints at Contractor's option, of each photographic view **within five days** of taking photographs.
  - 1. Digital Images: Submit a complete set of digital image electronic files on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, un-cropped.
  - 2. Identification: Include digital information 'tag' linked to each image, or on back of each print provide an applied label or rubber-stamped impression with the following information:
    - a. Name of Project.
    - b. Name of Contractor.
    - c. Date photograph was taken if not date stamped by camera.

#### 1.4 COORDINATION

- A. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities, including temporary lighting required to produce clear, well-lit photographs without obscuring shadows.

#### 1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

### PART 2 - PRODUCTS

#### 2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in filename for each image.
  - 2. Field Office Images: Maintain one set of images on CD-ROM in the field office at Project site, available at all times for reference. Identify images same as for those submitted to Engineer.
- C. Preconstruction Photographs: Before starting construction, take color, digital photographs of Project site and surrounding areas, including existing items to remain during construction, from different vantage points, as directed by Engineer.
  - 1. Flag construction limits or identify construction locations before taking construction photographs.
- D. Periodic Construction Photographs: Take sufficient colored, digital photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each

Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

- E. Final Completion Construction Photographs: Take colored, digital photographs after date of Substantial Completion for submission as Project Record Documents to document all completed construction elements. Engineer may direct photographer for desired vantage points.

END OF SECTION 01322

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## SECTION 01330 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 1 Section "Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 1 Section "Photographic Documentation" for submitting construction photographs.
  - 5. Division 1 Section "Quality Requirements" for submitting test and inspection reports.
  - 6. Division 1 Section "Closeout Procedures" for submitting warranties.
  - 7. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 8. Division 1 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will **not** be provided by Architect for Contractor's use in preparing submittals.



- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
1. Initial Review: Allow **14** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmitted Review: Allow **7** days for review of each resubmitted.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow **14** days for initial review of each submittal.
    - a. Safety and Security Plans
    - b. Phasing and Staging Plans
    - c. Asphalt and base course aggregate gradation
    - d. Asphalt Performance Grade (PG) test results
    - e. Signs or other hardware outlined on the electrical drawings
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately **6 by 4 inches** on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Project Identification Numbers – to include project number assigned by Federal Aviation Administration or Department of Transportation, State Department of Transportation, Pinellas County Purchasing Department, Pinellas County Building Development Review Services, Airport Contract

- Number, Architect's project number and/or respective Engineer's project number.
  - c. Date.
  - d. Name and address of Architect.
  - e. Name and address of Contractor.
  - f. Name and address of subcontractor.
  - g. Name and address of supplier.
  - h. Name of manufacturer.
  - i. Submittal number or other unique identifier, including revision identifier.
    - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
  - j. Number and full title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- 1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
- 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.
  - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract

Documents, including minor variations and limitations. Include same label information as related submittal.

- I. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked "No Exceptions."
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals with mark indicating "No Exceptions" taken by Architect.

#### 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will **not** be provided by Architect for Contractor's use in preparing submittals.

### PART 2 - PRODUCTS

#### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.

- k. Compliance with specified referenced standards.
      - l. Testing by recognized testing agency.
      - m. Application of testing agency labels and seals.
      - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.
  - 5. Number of Copies: Submit not less than seven copies of Product Data, unless otherwise indicated. Architect will keep three copies for most submittals, four copies for submittals involving consulting engineering or design professionals, and will return **two** copies with comments, and any additional copies without comments attached. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.
    - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    - f. Shop work manufacturing instructions.
    - g. Templates and patterns.
    - h. Schedules.
    - i. Design calculations.
    - j. Compliance with specified standards.
    - k. Notation of coordination requirements.
    - l. Notation of dimensions established by field measurement.
    - m. Relationship to adjoining construction clearly indicated.
    - n. Seal and signature of professional engineer if specified.
    - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
  - 3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect will return one copy.
- D. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Number and name of room or space.
  - 3. Location within room or space.
  - 4. Number of Copies: Submit five copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

- a. Mark up and retain one returned copy as a Project Record Document.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation" for Construction Manager's action.
- F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Number of Copies: Submit five copies of subcontractor list, unless otherwise indicated. Architect will return two copies.

- a. Mark up and retain one returned copy as a Project Record Document.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit seven copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
- N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
  2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- V. Construction Photographs: Comply with requirements specified in Division 1 Section "Photographic Documentation."
- W. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return the entire submittal without comment.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  1. "No Exceptions" – Architect has reviewed the submittal and approved that it generally conforms to the referenced specification(s) and drawings.
  2. "Exceptions Noted" – Architect has reviewed the submittal and observed discrepancies in conformance to the referenced specification(s) and drawings; Architect's comments shall be incorporated prior to fabrication. Contractor shall modify and re-submit number of corrected copies requested as record documents.
  3. "Revise and Resubmit" –The submittal was found to be unacceptable, and the Architect has noted discrepancies with the Contract Documents. The Contractor shall respond to the noted discrepancies and shall revise the submittal to conform to the specification(s) and drawings before proceeding further.
  4. "Rejected" – The submittal is unacceptable. Contractor shall review the Contract Documents and prepare a submittal that conforms to the specifications and drawings.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.



END OF SECTION 01330

## SECTION 01400 - QUALITY REQUIREMENTS AND TESTING LABORATORY SERVICES

### PART 1 - GENERAL

- 1.1 This section shall apply only to the testing of field placed concrete mixtures to the applicable extent based on the project elements.
- 1.2 Contractor is required to perform Quality Control testing for field placed concrete on this project as follows. Contractor will not be responsible for Quality Assurance for this project. The Airport (Owner) may elect to perform Quality Assurance testing at the Airport's discretion.
- A. Collect and prepare samples of freshly mixed concrete during incorporation into the construction once per day of concrete placement or once per five concrete truck deliveries, whichever is less, and perform the following concrete testing:
- One slump test: +/- 1 inch from target value
- Two compressive strength tests: 28-day cylinder breaks, average of two breaks shall exceed minimize compressive strength specified
- One air content test: +/- 2% from target value
- 1.3 RELATED DOCUMENTS
- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.4 SUMMARY
- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 1 Section "Allowances" for testing and inspecting allowances.
2. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.

1.5 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by a NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of (3) **three** previous projects similar in size and scope to this

Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.6 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the **most stringent** requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

#### 1.7 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data, including type.
  - 9. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 10. Pass or fail indication
  - 11. Name and signature of laboratory inspector.

- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Contractor is responsible for quality control testing and inspection to insure the quality of his means and methods of construction will produce the specified quality of work, and for any tests and inspections required by regulatory agencies. Costs for these services shall be included in the contract sum.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least 72 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting:
1. Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
  2. Retest Responsibility: Where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, and shall be deducted from monies due the Contractor on his monthly pay request, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.

- E. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. On notice, provide qualified personnel to perform required tests and inspections.
1. Perform specified inspections, sampling and testing of materials.
    - a. Comply with specified standards.
    - b. Ascertain compliance with requirements of Contract Documents.
  2. Promptly notify Engineer and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
    - a. Deficient work shall be reported and printed on Yellow paper.
    - b. Re-tests shall be reported and printed on Blue paper.
  3. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  4. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  5. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  6. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  7. Do not perform any duties of Contractor.
  8. Perform additional services requested by Engineer.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel and scheduling of tests. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Required quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Furnish copies of all test reports as called for by the Specifications.
  5. Furnish labor and facilities:
    - a. To provide access to work to be tested.
    - b. To obtain and handle samples at the site.
    - c. To facilitate inspections and tests.
    - d. Test cylinder cure box for laboratory's exclusive use for storage and curing of test samples.
  6. Arrange with Laboratory and pay for additional samples and tests required for Contractor's convenience.
  7. Employ and pay for services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required when initial tests indicate work does not comply with Contract Documents. See Article above for additional requirements regarding re-testing and/or re-inspection.
  8. Facilities for storage and field curing of test samples.
  9. Delivery of samples to testing agencies.

10. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  11. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 45 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Engineer.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400



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## SECTION 01600 - MATERIALS AND EQUIPMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.

#### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 REQUIREMENTS:

- A. Material, Equipment, and Products Incorporated Into the Work shall conform to applicable specifications and standards; shall comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer; and shall not be used for any purpose other than that for which it is designed or is specified.
- B. Manufactured and Fabricated Products shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gages, to be interchangeable. Products shall be suitable for service conditions. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless Engineer specifically approves variations in writing.
- C. Standardization: Unless otherwise approved by the Engineer, items and equipment of a similar type and function shall be furnished by one manufacturer to standardize on replacement parts, service calls, operation and maintenance matters, and to avoid a division of responsibility among several manufacturers.
- D. A single supplier shall be used on principal items of equipment and systems where one or more components are not manufactured by the principal supplier; this is required to place performance and service responsibilities for the entire unit or system with only one supplier or manufacturer.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 MANUFACTURER'S INSTRUCTIONS:

- A. Printed Instructions: When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including copies to Engineer. Maintain one set of complete instructions at the job site during installation and until completion and acceptance.
- B. Strict Compliance: Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instruction, consult with Engineer for further instructions. Do not proceed with work without clear instructions.
- C. Complete Compliance: Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.7 TRANSPORTATION AND HANDLING:

- A. Deliver and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Deliveries: Contractor shall arrange deliveries of products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible, and complete with instructions for handling, storing, unpacking, protecting, and installing. Immediately on delivery, inspect shipments to assure compliance with requirements of contract documents and approved submittals, and that products are properly protected and undamaged.
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- C. Handling: Provide equipment and personnel to handle products by methods to prevent soiling or damage of products or packaging.

1.8 STORAGE AND PROTECTION:

- A. Store products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Storage: Store products in accord with manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by the elements in weather tight enclosures. Maintain temperature and humidity within the ranges required by manufacturer's instructions. Comply with product manufacturer's written instructions for ventilation and weather-protection requirements for storage.
- C. Exterior Storage: Store fabricated products above the ground, on blocking or skids; prevent soiling or staining. Cover products, which are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- D. Storage Inspection: Arrange storage in a manner to provide easy access for inspection and measurement of quantity or counting of units. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- E. Protection After Installations: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.
- F. Store products in a manner that will not endanger Project structure.
- G. Store cementitious products and materials on elevated platforms.

- H. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- I. Protect stored products from damage and liquids from freezing.

## 1.9 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will coordinate selection with Owner.
  - 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.

6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
  - a. Where Work is to match existing products or installations, Architect has endeavored to identify requirements in other Sections of the Specifications or on the Drawings. Contractor shall identify and highlight any deviation or modifications from named products or manufacturers in Completed Product List.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with "Construction Agreement" for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with "Construction Agreement" for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product that complies with other specified requirements.

- a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
11. Airport lighting equipment covered by FAA specifications require certification under the Airport Lighting Equipment Certification Program described in Advisory Circular 150/5345-53, latest edition. Select equipment from the Certified Airport Lighting Equipment list appended to the Advisory Circular. An updated list is published biannually.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

## SUBSTITUTION REQUEST FORM

Substitution Request Number: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
General Contractor: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Architect's Project No.: \_\_\_\_\_  
Specification Section: \_\_\_\_\_  
Paragraph Number: \_\_\_\_\_  
Original Product Specified: \_\_\_\_\_  
Proposed Product Substitution: \_\_\_\_\_  
General reason for not giving priority to Specified Items: \_\_\_\_\_

### Answer the following questions:

**Circle One**

- Are extensive revisions to contract documents required? Yes No
  - Proposed changes are in keeping with general intent of Contract Documents? Yes No
  - Substitution affects other materials or systems? Yes No  
(If yes, attach complete data)
  - Substitution requires dimensional revision or redesign of structure or MEP work? Yes No  
(If yes, attach complete data)
  - Comparison of two products is attached to demonstrate equality of products? Yes No  
(Original specified item versus proposed substitution)
  - The following data is furnished herewith for evaluation of the substitution:
    - Catalog Data Sheets       Drawings       Reports
    - Samples       Test Data       Other \_\_\_\_\_
  - Are there any schedule impacts if the original product specified is used? Yes No  
(If yes, please indicate the number of calendar days: \_\_\_\_\_)
  - Scheduled delivery date of original product: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.
  - Scheduled delivery date of proposed substitution: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ . Days saved \_\_\_\_)
  - Is the original product acceptable to local building officials? Yes No  
(If no, please fill in data below)
- Contact at Building Department: \_\_\_\_\_
- Phone: (     ) -     Ext.     Fax: (     ) -     -
- Are there any savings that will accrue to the Owner for use of the proposed substitution? Yes No  
(If yes, please indicate amount: \$ \_\_\_\_\_)
  - Are there any life cycle costs savings that will accrue to the Owner for use of the proposed substitution? (If yes, please indicate amount: \$ \_\_\_\_\_) Yes No
  - Are there any additional costs that will be incurred by the Owner? Yes No  
(If yes, identify cost impact: \$ \_\_\_\_\_)
  - Are there any additional costs that will be incurred by other trade contractors? Yes No  
(If yes, identify total cost impact: \$ \_\_\_\_\_)
  - Is the specified product or material compatible with other products or materials scheduled or specified to be installed? Yes No
  - Is the proposed substitution compatible with other materials scheduled or specified to be installed? Yes No



- Can the specified product or material be installed and coordinated with the installation of other products or materials specified to be installed? Yes No
- What is the warranty period for the originally specified product? Labor        (Yrs) Material        (Yrs)
- What is the warranty period for the proposed substitution? Labor        (Yrs) Years        (Yrs)

By signature below the Contractor and/or Subcontractor proposing the material or product substitution hereby certify that the above noted information is true and accurate. The Contractor and/or subcontractor further certify that each of them waiver their rights to additional payment or time, that may subsequently become necessary because of failure of the substitution to perform adequately. **THE CONTRACTOR AND SUB-CONTRACTOR HEREBY FURTHER CERTIFY THAT THIS SUBMISSION HAS BEEN FULLY CHECKED AND COORDINATED WITH THE CONTRACT DOCUMENTS.**

\_\_\_\_\_  
(Subcontractor's Signature)

    /    /      
(Date)

\_\_\_\_\_  
(Printed Subcontractors Name)

\_\_\_\_\_  
(Contractor's Signature)

    /    /      
(Date)

\_\_\_\_\_  
(Printed Contractor's Name)

**ARCHITECT'S ACTION AND/OR REVIEW COMMENTS:**

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The proposed Substitution Request has been reviewed for compliance with the Design Intent of the Contract Documents by the Architect, in accordance with the General and Supplementary Conditions of the Contract; However, this review shall not relieve the Contractor or the sub-contractor of their duties and responsibilities under the terms of the Contract, and/or the coordination and product incorporation provisions certified by the Contractor and sub-contractor above. The proposed Substitution shall **not** be incorporated into the project unless the marked accepted and Architect's acceptance is acknowledged by the Owner. The Architect's Review Comments and Response are as follows:

- |   |  |
|---|--|
| <input type="checkbox"/> Rejected; not accepted | <input type="checkbox"/> Accepted as noted below             |
| <input type="checkbox"/> Revise and resubmit    | <input type="checkbox"/> Additional Review Comments Attached |
| <input type="checkbox"/> Accepted               | <input type="checkbox"/> _____                               |
- 
- 

\_\_\_\_\_  
(Architect's Signature)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Architect's Name)

**ACKNOWLEDGEMENT OF SUBSTITUTION REQUEST BY OWNER:**

---

\_\_\_\_\_  
(Signature)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

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(Printed Owner's Name)

END OF FORM



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## SECTION 01631 – PLANS AND SPECIFICATIONS

### PART 1 - GENERAL

#### 1.0 GENERAL

- A. The plans referred to in the Contract Documents shall bear the general title of the project in a title block entitled “**Destin-Fort Walton Beach Airport – Security Bollards.**”
- B. The title block shall indicate date, job number, sheet number and the name and address of the Engineer.

#### 1.1 COPIES FURNISHED TO THE CONTRACTOR

- A. After the contract has been executed, the Contractor will be furnished one set of reproducible and a license to reproduce the contract documents as necessary to complete the work of this project. The cost of all reproduction under this license shall be paid for by the Contractor.
- B. The Contractor shall furnish each of the subcontractors, manufacturers, and materials suppliers such copies of the Contract Documents as may be required for his work.

#### 1.2 SUPPLEMENTARY DRAWINGS

- A. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further, or to show any changes, which may be required, drawings shown as Supplementary Drawings, with specifications pertaining thereto, will be prepared and the prints thereof will be given to the Contractor.
- B. The Supplementary Drawings shall be binding upon the Contractor with the same force as the plans. Where such Supplementary Drawings require either more or less than the estimated quantities of work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the agreement and the appropriate change order, for the values involved, executed.
- C. The Contractor shall verify all dimensions and quantities, and details shown on the plans. Supplementary Drawings, Schedules, or other data supplied to the Contractor through the office of the Engineer shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any error or omission, as full instructions will be furnished by the Engineer, should such error or omission be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete. The Contractor shall assume responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in work to be done under the contract.

### 1.3 CONTRACT DOCUMENTS

- A. Should the drawings disagree in themselves or with the specifications, the Contractor shall provide the better quality or greater quantity of work or materials unless further review of evidence by the Owner clarifies the intent.
- B. Any conflicts between drawings or specifications and codes shall be brought to the attention of the Architect/Engineer in writing before installation. Specific code and paragraph shall be cited and in the case of local codes, the appropriate excerpt of code shall be included. No extra compensation will be allowed for code compliance. Where drawings and specifications indicate more stringent requirements or higher quality than code requires, the drawings and specifications shall prevail.
- C. The Engineer affirms that to the best of his knowledge at the time of design, the applicable codes and ordinances constitute all legally adopted requirements governing the work described by these plans and specifications.
  - 1. That to the best of his knowledge the work described herein has been designed in full compliance with applicable codes and ordinances and with interpretations historically rendered by the governing agency indicated.
  - 2. That it is the responsibility of said governing authority to fully review these plans and specifications for code compliance prior to permitting construction of this Work in accordance with state statutes.
  - 3. The Engineer of record does not accept any responsibility or liability for changes in the Work required for compliance with codes and/or ordinances as a result of changes in interpretation rendered by said governing authority, either of which occurring after issuance of permit for construction of this work.

END OF SECTION 01631

## SECTION 01700 - EXECUTION REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

- B. Related Requirements:

1. Division 1 Section "Summary" for limits on use of Project site.
2. Division 1 Section "Submittal Procedures" for submitting surveys.
3. Division 1 Section "Selective Demolition" for demolition and removal of selected portions of the building.
4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
5. Division 7 Section "Through-Penetration Fire stop Systems" for patching penetrations in fire-rated construction.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 21 days prior to the time cutting and patching will be performed. Include the following information:



1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
  - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

#### 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.

- b. Membranes and flashings.
  - c. Equipment supports.
  - d. Piping, ductwork, vessels, and equipment.
  - e. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
- 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Engineer for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- 1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer according to requirements in Division 1 Section "Project Management and Coordination."
- E. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.

- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Make the log available for reference by Engineer.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces.

- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

- F. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.

- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor

bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Division 1 Section "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  5. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
  1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 1 Section "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 1 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 1 Section "Quality Requirements."

### 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.



END OF SECTION 01700

## SECTION 01710 - CLEANING AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Cleaning during progress of the Work and at completion of the Work.
  - 2. Disposal operations.

#### 1.3 DISPOSAL REQUIREMENTS:

- A. Conduct cleaning and disposal operations to comply with all local, state and federal codes, ordinances, regulations, and anti-pollution laws; and with airport and construction safety requirements.
- B. All disposals of waste materials shall be off airport property at locations approved by the Architect or Engineer.
- C. Contractor shall be responsible for arranging for and obtaining off-site disposal areas, including payment for all costs associated with such disposal.

#### 1.4 SUBMITTALS: Prior to beginning work, submit a Disposal Plan for the satisfactory disposal of all waste materials and debris.

Submit two (2) copies of the disposal site owner's written permission for such disposal with Disposal Plan.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS:

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

### PART 3 - EXECUTION

- 3.1 **CLEANING:** Execute periodic cleaning to keep the work, site and adjacent properties free from accumulations of waste materials, rubbish, windblown debris, and dust resulting from construction operations. Provide on-site containers for the collection of waste materials, debris and rubbish. Remove waste materials, debris and rubbish from the site periodically and dispose of at approved locations.
- 3.2 **BARRIERS AND PROTECTION:** Protect existing structures and vegetation from cleaning and disposal operations as required.
- 3.3 **DUST CONTROL:** Schedule cleaning and other operations so that dust and other contaminants resulting there from will not fall on wet or newly coated surfaces, will not damage or contaminate aircraft, and will not unduly affect the work of other airport tenants.
- 3.4 **DISPOSAL OF DEBRIS AND WASTE MATERIALS:**
  - A. If permitted by Owner and local, state and federal regulations, Contractor may dispose of combustible materials on-site by burning. Unguarded fires will not be permitted. Burning will be restricted as follows:
    - 1. Burning of poison oak, poison ivy or other plants of similar nature will be prohibited.
    - 2. Tires or other combustible waste material shall not be used to augment burning.
    - 3. Burning operations that may in any way be hazardous to air operations will not be allowed.
  - B. Non-combustible and waste materials and ashes shall be removed from the site and disposed of in accordance with the Disposal Plan.
- 3.5 **PAYMENT:** No separate payment will be made under this section for work described or specified herein.

END OF SECTION 01710

## SECTION 01740 - WARRANTIES AND BONDS

### PART 1 - GENERAL

#### 1.1 GENERAL REQUIREMENTS:

- A. Contractor shall:
  - 1. Compile specified warranties and bonds.
  - 2. Compile specified service and maintenance contracts.
  - 3. Co-execute submittals to verify compliance with Contract Documents.
  - 4. Review submittals to verify compliance with Contract Documents.
  - 5. Submit to Engineer for review and transmittal to Owner.
  
- B. Related requirements in other parts of the Project Manual:
  - 1. Bid Bonds: Instructions to bidders.
  - 2. Performance Bond and Payment Bond: Conditions of the contract.
  - 3. General warranty of construction: Conditions of the contract.
  
- C. Related requirements specified in other sections:
  - 1. Warranties and Bonds required for specific products: Each respective section of specifications.
  - 2. Provisions and duration of Warranties and Bonds: The respective section of specifications, which specifies the product.
  - 3. Contract closeout: Section 01770
  - 4. Equipment Manuals: Section 01600

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 SUBMITTAL REQUIREMENTS:

- A. Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
  
- B. Number of original signed copies required: Two (2) each.
  
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product or work item.
  - 2. Firm, with name of principal, address and telephone number.
  - 3. Scope.
  - 4. Date of beginning of warranty, bond, or service and maintenance contract.
  - 5. Duration of warranty, bond, or service and maintenance contract.
  - 6. Provide information for Owner's personnel:
    - a. Proper procedure in case of failure.
    - b. Instances, which might affect the validity of warranty or bond.
  - 7. Contractor, name of responsible principal, address and telephone number.

3.2 FORM OF SUBMITTALS:

- A. Prepare in duplicate packets.
- B. Format:
  - 1. Size 8 1/2 inches x 11 inches. Punch sheets for 3-ring binder. Fold larger sheets to fit into binders.
  - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
    - a. Project title and number.
    - b. Owner's name.
    - c. Contractor's name and address.
- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

3.3 TIME OF SUBMITTALS:

- A. Submit within ten (10) days after date of substantial completion, and prior to final request for payment.
- B. For items of work where acceptance is delayed materially beyond the date of substantial completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.

3.4 SUBMITTALS REQUIRED: Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of specifications.

3.5 PAYMENT: No separate payment will be made under this section for work described or specified herein.

END OF SECTION 01740

## SECTION 01770 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 1 Section "Photographic Documentation" for submitting Final Completion construction photographs.
  - 3. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
  - 4. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 5. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 7. Complete startup testing of systems.

8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit seven copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing

correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Project identifying numbers.
  - c. Date.
  - d. Name of Engineer.
  - e. Name of Contractor.
  - f. Page number.

## 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.



## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - f. Sweep concrete floors broom clean in unoccupied spaces.
    - g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - i. Remove labels that are not permanent.
    - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
    - k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - l. Replace parts subject to unusual operating conditions.
    - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
    - n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by

- hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - o. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

#### PART 4 - CLOSEOUT DOCUMENTATION

4.1 Once the Engineer has determined the work is acceptable under the Contract Documents, he will furnish the Contractor appropriate number of copies of the following forms, copies of which are attached:

1. Contractor Warranty Form
2. Contractor's Final Release and Affidavit (Exhibit G of Construction Agreement)
3. Consent of Surety for Final Payment
4. Advertisement of Completion
5. Subcontractor's Release of Liens

4.2 FINAL PAYMENT REQUIREMENTS:

1. Final Release and Affidavit
2. Consent of Surety to final payment
3. Letter from contractor or his insurance company stating the commercial general liability insurance to include completed operations will remain in effect for two years following final payment.
4. Certification from surety that the performance and payment bonds will remain in effect for one year following final payment.
5. Advertisement of project completion for 4 consecutive weeks in the paper with the largest circulation where the project is being done. Certification of the advertisement.

4.3 PAYMENT: No separate payment will be made under this section for work described or specified herein.

END OF SECTION 01770

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## CONTRACTOR WARRANTY FORM

PROJECT: Security Bollards

LOCATION: Destin-Fort Walton Beach Airport

OWNER:

We, \_\_\_\_\_, Contractor for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of one year from Date of Substantial Completion. This warranty commences on

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(Date of Substantial Completion Affixed by Engineer)

and expires on : \_\_\_\_\_  
(One Year From Substantial Completion Date)

This warranty covers that portion of the project described below:

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

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

For:

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

Title: \_\_\_\_\_

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## ADVERTISEMENT OF COMPLETION

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(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 (Owner)  
ATTN: Contracts and Lease Coordinator  
5479A Old Bethel Rd  
Crestview FL 32536

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

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

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

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**CONSENT OF SURETY  
FOR FINAL PAYMENT**

Project Name \_\_\_\_\_  
Location \_\_\_\_\_  
Project No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Type of Contract    CONSTRUCTION  
Amount of Contract    \$ \_\_\_\_\_

In accordance with the provisions of the above-named contact between the Owner and the Contractor, the following named surety:

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

on the Payment Bond of the following named Contractor:

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

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

(Affix corporate  
seal here)

TITLE: \_\_\_\_\_

IF SIGNED BY ATTORNEY-IN-FACT POWER OF ATTORNEY MUST BE ATTACHED.



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## SUBCONTRACTOR'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 of 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: \_\_\_\_\_

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## SECTION 01781 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Drawings.
  2. Record Product Data.

#### 1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit one set of marked-up Record Prints.
- B. Record Product Data: Submit one copy of each Product Data submittal.
1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an understandable drawing technique.
    - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  2. Content: Types of items requiring marking include, but are not limited to, the following:

- 
- a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. ~~Depths of foundations below first floor.~~
  - d. Locations and depths of underground utilities encountered.
  - e. ~~Revisions to routing of piping and conduits.~~
  - f. ~~Revisions to electrical circuitry.~~
  - g. ~~Actual equipment locations.~~
  - h. ~~Duct size and routing.~~
  - i. ~~Locations of concealed internal utilities.~~
  - j. Changes made by Change Order or Construction Change Directive.
  - k. Changes made following Engineer's written orders.
  - l. Details not on the original Contract Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Contractor.

## 2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Record Drawings, and Product Data where applicable.

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2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION 01781

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SECTION S-140 – SITE DEMOLITION  
DESCRIPTION

140-1.1 This item consists of demolition work including complete or partial removal of existing construction as indicated on the drawings or as directed by the Engineer. The work includes coordination and scheduling of demolition work by other contractors and utility companies.

Do not begin demolition work until authorized by Owner.

140-1.2 Scope. Types of demolition work may include but are not limited to:

- a. Concrete sidewalk
- b. Concrete pavement

140-1.3 Submittals. Prior to the start of demolition work, submit a demolition plan indicating proposed methods, sequence of operations, and schedule for demolition and removal work to the Engineer for approval. Include coordination for shut-off, capping, and continuation of utility services as required; details for phasing; erosion control; removal methods; disposal of materials; salvage requirements; and coordination of other work in progress as applicable.

140-1.4 Job Conditions.

- a. Condition of Structures. Owner assumes no responsibility for actual condition of items or structures to be demolished.
- b. Protection. Provide temporary barricades and other forms of protection as required to protect workmen and the public from injury due to demolition work, to provide free and safe passage of Owner's personnel and general public to and from occupied portions of site, and to protect from damage existing work that is to remain in place. Do not overload structural elements or pavements to remain.
- c. Damages. Promptly repair damages caused to adjacent or other facilities by demolition work at no cost to Owner. All such repairs must have Engineer's approval.
- d. Traffic. Conduct demolition operations and debris removal in a manner to ensure minimum interference with roads, airport employees, general public, and aircraft operation areas.
- e. Explosives. Use of explosives will not be permitted.

140-1.6 Regulatory and Safety Requirements. Comply with all federal, state, and local safety, security, hauling, disposal, and environmental protection regulations.

140-1.7 Foreign Object Debris (FOD). Aircraft and aircraft engines are subject to FOD from debris and waste material lying on airfield pavements. Remove all materials that may appear on or near operational aircraft pavements due to the Contractor's operations. If necessary, the Engineer may require the Contractor to install a temporary barricade at the Contractor's expense to control the spread of FOD potential debris. The barricade shall consist of a fence covered with a fabric designed to stop the spread of debris; anchor the fence and fabric to prevent displacement by winds or jet/prop blasts. Remove barricades when no longer required.

EXECUTION

140-2.1 Inspection. Prior to commencement of demolition work, inspect areas in which demolition will be performed. Photograph or video existing condition of structure surfaces,



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equipment or surrounding properties which could be misconstrued as damage resulting from demolition work. File photographs or video with Engineer prior to starting work.

140-2.2 Preparation. Provide shoring, bracing, or support to prevent movement, settlement, or collapse of structures or elements to be demolished and adjacent facilities to remain. Cease operations and notify the Engineer immediately if safety of structure or surrounding area appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

140-2.3 Demolition.

- a. Perform demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings or directed by Engineer in accordance with the demolition plan and governing regulations.
- b. Demolish concrete, excluding pavements, and masonry construction in sections; cut concrete and masonry at junctions with construction to remain using power-driven impact tools, saws, or hand tools as permitted.
- c. Remove existing utilities and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Engineer.

140-2.4 Pavement Removal.

- a. Sawcut existing pavement full depth along removal limits except as otherwise indicated. Except where milling is indicated, break up and remove pavements full depth or as otherwise indicated.
- b. Edges of sawcuts shall be protected and shall be neat and square or circle for matching new pavement or foundation tops to existing pavement.
- c. Remove limerock and/or aggregate base courses and stabilized base courses to top of existing subgrade.
- d. Where no method of removal is specified or shown, Contractor may select and submit a method for Engineer's approval.
- e. Pavement demolition shall be performed with minimum disturbance or vibration to adjacent pavements to remain. Any subsidence, weakening, or damage to pavement or pavement edges to remain that are caused by the Contractor's operations shall be repaired as directed by the Owner and Engineer at the sole expense of the Contractor. All repair materials and methods shall be as directed by the Engineer whose decision shall be final.

140-2.5 Dust and Debris Control. Contractor shall prevent the spread of dust and debris on airfield pavements and elsewhere and shall avoid creation of a nuisance or hazard in the surrounding area. Vacuum and sweep pavements as often as necessary to control the spread of debris that may result in FOD potential to aircraft.

140-2.6 Disposal of Demolished Materials.

- a. Transport and legally dispose of all debris, rubbish and other demolished materials, daily, off airport property. Do not allow accumulations on airfield pavements or elsewhere on site. Store materials that cannot be removed daily in areas designated by the Engineer.

- 
- b. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.
  - c. Burning will not be permitted on airport property.

140-2.11 Clean-Up. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave areas clean and free of dust and debris.

#### MEASUREMENT AND PAYMENT

140-3.1 General. The contract unit prices shall include the cost of removing the items, labor, tools, equipment, handling, hauling, stockpiling, disposal, re-installation, clean-up, and all incidental work required to complete the item.

- a. Miscellaneous demolition shall include the demolition and removal of existing miscellaneous items not specifically identified herein which are called out on the plans for removal. No direct measurement will be made for miscellaneous demolition.

Payment will be made under:

- |         |  |
|---------|--|
| S-140-1 | Demolish Concrete Sidewalk – per square foot                       |
| S-140-2 | Core Drill Concrete Sidewalk, 18-Inch Diameter – per each          |
| S-140-3 | Core Drill Concrete Airfield Pavement, 18-Inch Diameter – per each |
| S-140-4 | Core Drill Concrete Airfield Pavement, 12-Inch Diameter – per each |

END OF ITEM S-140

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## SECTION MC-100 MISCELLANEOUS CONSTRUCTION

### DESCRIPTION

100-1.1 This item shall consist of construction items as detailed or otherwise shown on the plans which is not included in other technical specifications. Each item is described individually below.

100-1.2 Bollards shall be of types as described below:

- A. Steel-Encased Concrete Fixed Bollards shall be 6" in diameter Schedule 10 or 40 Galvanized Steel. The bollards shall be painted yellow with three 2" wide white reflective tape and filled to the top with concrete.
- B. Fixed Pre-Manufactured Concrete Spherical Bollards shall be 36" in diameter as manufactured by Belson Out- doors, LLC of North Aurora, IL or approved equal. The bollard shall have an exposed aggregate finish with an emerald recycled ground glass in a white matrix and anchor style B.
- C. Pre-Manufactured Removable Stainless-Steel Bollards shall be 4.5" in diameter and 36" in height as manufactured by TrafficGuard Direct, INC. of Geneva, IL Model HL2004S or approved equal. Bollards shall be traffic rated to meet the K12/M50 requirements as established by the Department of State. Bollards shall be free from surface blemishes and defects where exposed to view in the final installation. Bollards shall be stainless steel. Neenah Model R-6013 frame and cover included.
- D. Pre-Manufactured Removable Bollards shall be 4.5" in diameter and 36" in height as manufactured by TrafficGuard Direct, INC. of Geneva, IL Model HL2004 or approved equal. Bollards shall be traffic rated to meet the K12/M50 requirements as established by the Department of State. Bollards shall be free from surface blemishes and defects where exposed to view in the final installation. Three 2" wide white reflective tape strips shall be affixed to the bollard surface. Neenah Model R-6013 frame and cover included.
- E. Bollard Sleeves shall be independent sleeves that will hold removable bollards temporarily while they are not in the "active" position. They shall be a duplicate of the same sleeves that are supplied standard with the removable bollards (Item D. above). A duplicate Neenah frame shall be provided for each sleeve as in Item D. except that no duplicate cover is required.

### MATERIALS AND EXECUTION

100-3.1 Bollards shall be comply with the Manufacturer's Requirements and comply with the Plans.

- A. Steel Pipe (Fixed Bollard):** Meet ASTM A53, Schedule 10 or 40, Hot-Dipped Galvanized
- B. Paint for Steel Pipe (Fixed Bollard).** Apply one coat of compatible primer followed by two coats of water-based epoxy paint with a gloss finish. Paint shall be 5300 System Water-Based Epoxy Paint, Safety Yellow, as manufactured by Rust-Oleum or approved equal.
- C. Tape for Steel Pipe (Fixed & Removable Bollard).** Affix 3 horizontal strands of white reflectorized tape, 2 inch width per strip, to bollards as shown on the plans. Tape shall be Zoro Product No. G0097907 or approved equal.

100-3.2 Concrete used for filling steel encased bollards, constructing bollard foundations and constructing sidewalk shall meet the following:

**A. GENERAL.** Only approved materials, conforming to the requirements of these specifications, shall be used in the work. They may be subjected to inspection and tests at any time during the progress of their preparation or use. The source of supply of each of the materials shall be approved by the Engineer before delivery or use is started. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to insure the preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed therein.

In no case shall the use of pit-run or naturally mixed aggregates be permitted. Naturally mixed aggregate shall be screened and washed, and all fine and coarse aggregates shall be stored separately and kept clean. The mixing of different kinds of aggregates from different sources in one storage pile or alternating batches of different aggregates will not be permitted.

**B. COARSE AGGREGATE.** The coarse aggregate for concrete shall meet the requirements of ASTM C 33. Crushed stone aggregate shall have a durability factor, as determined by ASTM C 666, greater than or equal to 95. The Engineer may consider and reserve final approval of other State classification procedures addressing aggregate durability.

Coarse aggregate shall be well graded from coarse to fine and shall meet one of the gradations shown in Table 1, using ASTM C 136.

**C. FINE AGGREGATE.** The fine aggregate for concrete shall meet the requirements of ASTM C 33.

The fine aggregate shall be well graded from fine to coarse and shall meet the requirements of Table 2 when tested in accordance with ASTM C 136:

**Table 1. Gradation For Coarse Aggregate**

Sieve Designation (square openings)	Percentage by Weight Passing Sieves						
	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No.4
No. 4 to 3/4 in. (4.75-19.0 mm)			100	90-100		20-55	0-10

**Table 2. Gradation For Fine Aggregate**

Sieve Designation (square openings)	Percentage by Weight Passing Sieves
--	--

3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 30 (0.60 mm)	25-55
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

Blending will be permitted, if necessary, in order to meet the gradation requirements for fine aggregate. Fine aggregate deficient in the percentage of material passing the No. 50 mesh sieve may be accepted, provided that such deficiency does not exceed 5 percent and is remedied by the addition of pozzolanic or cementitious materials other than Portland cement, as specified in 610-2.6 on admixtures, in sufficient quantity to produce the required workability as approved by the Engineer.

**D. CEMENT.** Cement shall conform to the requirements of **ASTM C 150 Type II**.

**E. WATER.** The water used in concrete shall be free from sewage, oil, acid, strong alkalis, vegetable matter, and clay and loam. If the water is of questionable quality, it shall be tested in accordance with AASHTO T 26.

**F. ADMIXTURES.** The use of any material added to the concrete mix shall be approved by the Engineer.

**G. STEEL REINFORCEMENT.** Reinforcing shall consist of *and* conform to the *following*:

- a. *Welded Steel Wire Fabric* ASTM A 185
- b. *Deformed Steel Bars (Rebar)* ASTM A 615

**H. COVER MATERIALS FOR CURING.** Curing materials shall conform to the following:

- a. Liquid Membrane-Forming Compounds for Curing Concrete ASTM C 309, Type 2

**I. CONCRETE COMPOSITION.** The concrete shall develop a compressive strength of **4000 psi** in 28 days as determined by test cylinders made in accordance with ASTM C 31 and tested in accordance with ASTM C 39. The concrete shall contain not less than 470 pounds of cement per cubic yard. The concrete shall contain 4 percent of entrained air, plus or minus 2 percent, as determined by ASTM C 231 and shall have a slump of 4 – 6 inches in as determined by ASTM C 143.

**J. HANDICAP RAMPS.** All handicap ramps shall be constructed in compliance with ADA standards and include a truncated dome mat meeting the requirements detailed in the plans. All costs included in handicap ramp design are to be incidental to the cost of New Concrete Sidewalk.

**METHOD OF MEASUREMENT**

100-3.1 Bollards shall be measured on a per each basis. Cost of the work will be included in the contract lump unit prices as described in Basis of Payment below.

**BASIS OF PAYMENT**

100-4.1 The accepted quantities of the respective items contained in this specification will be paid for at the contract unit price as listed below. This price shall be full compensation for furnishing all labor and materials.

Payment will be made under:

- |               |   |
|---------------|---|
| Item MC-100-1 | New Concrete Sidewalk, Welded Wire Fabric Reinforced – per square foot  |
| Item MC-100-2 | Fixed Bollard, Steel-Encased Concrete, 6-Inch, Foundation Included – per each   |
| Item MC-100-3 | Pre-Manufactured Fixed Bollard, Decorative Concrete Sphere, 36-Inch, Foundation Included – per each   |
| Item MC-100-4 | Pre-Manufactured Removable Bollard, Stainless Steel, 4.5-Inch, Foundation, Mounting Sleeve and Neenah Cover Included – per each                 |
| Item MC-100-5 | Pre-Manufactured Removable Bollard w/ Handles, Yellow Painted Steel, 4.5-Inch, Foundation, Mounting Sleeve and Neenah Cover Included – per each |
| Item MC-100-6 | Removable Bollard Storage Sleeve, Foundation, and Neenah Frame Included – per each  |

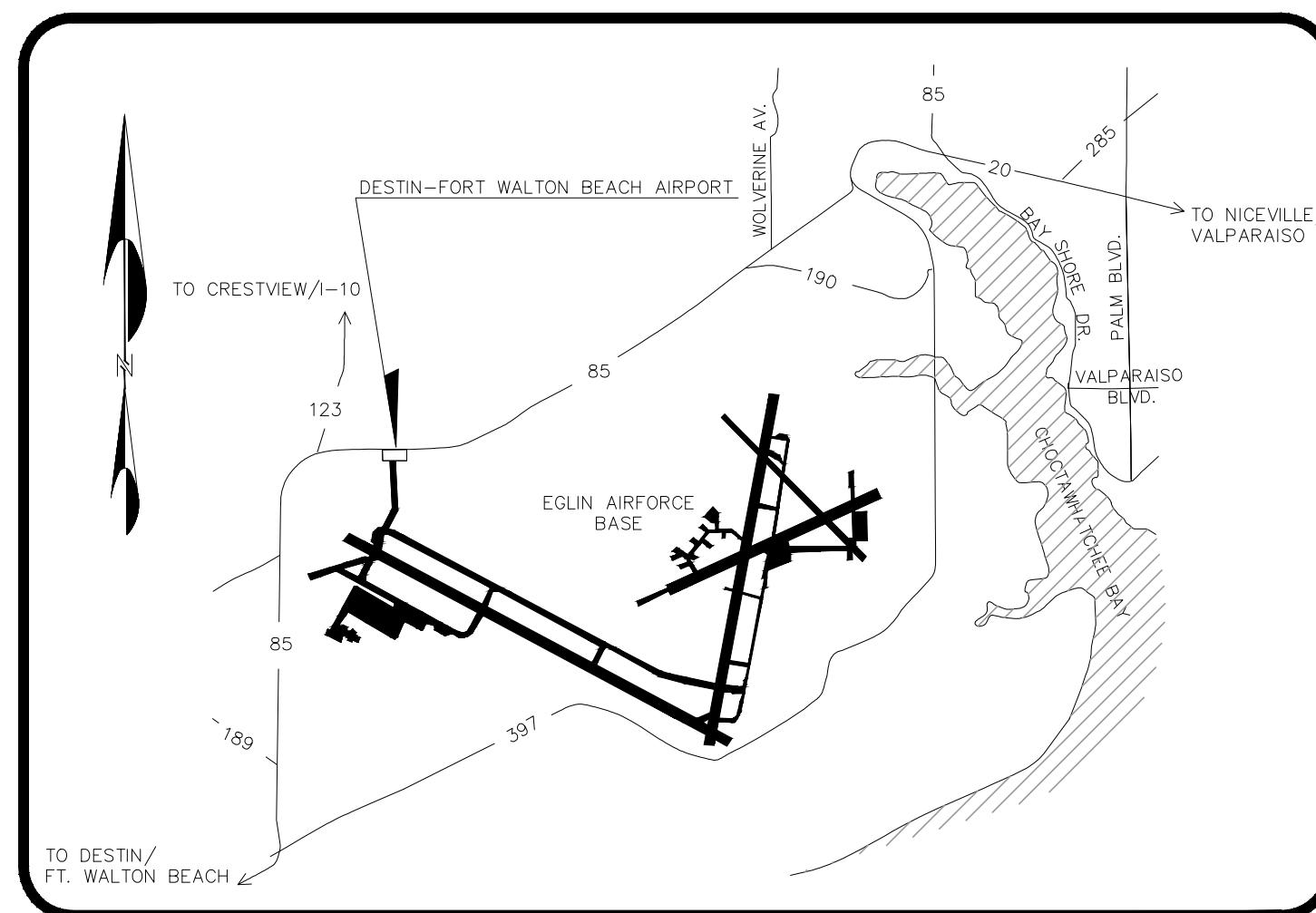
END OF SECTION MC-100

# SECURITY BOLLARDS

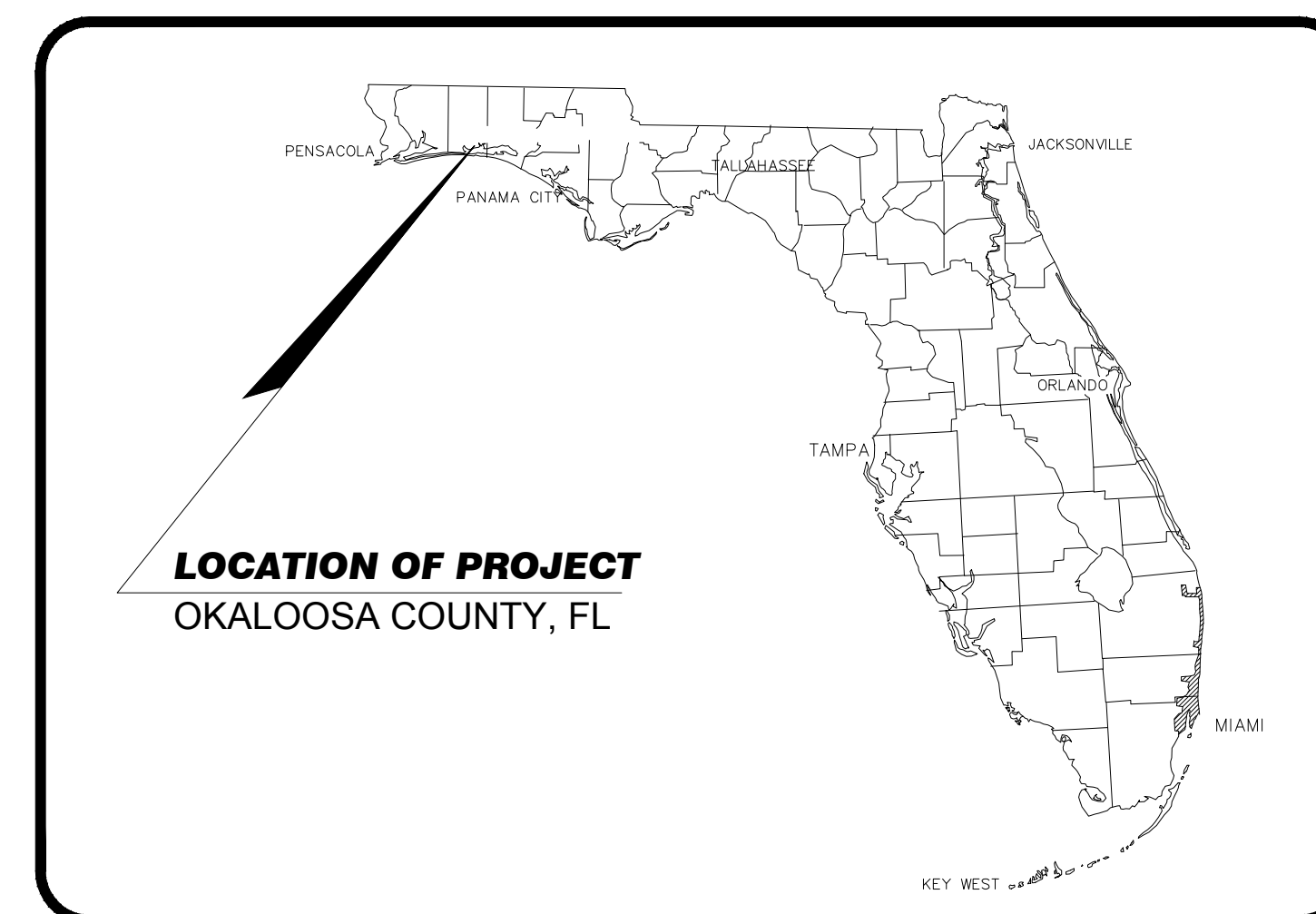
## AT

### DESTIN - FORT WALTON BEACH AIRPORT

### FDOT JPA AR742



**VICINITY MAP**  
N.T.S.



**LOCATION MAP**  
N.T.S.



TRACY STAGE, A.A.E.  
AIRPORTS DIRECTOR

FOR:



**OKALOOSA COUNTY**

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
101 E. JAMES LEE BLVD.  
CRESTVIEW, FLORIDA 32536

**ISSUED FOR BID**  
**SEPTEMBER 2018**

SHEET #	SHEET NAME
COVER	COVER SHEET
GN-1	GENERAL NOTES
SS-1	SAFETY & SECURITY PLAN
P-1	PLAN SHEET
P-2	PLAN SHEET
P-3	PLAN SHEET
MD-1	MISCELLANEOUS DETAILS
MD-2	MISCELLANEOUS DETAILS

PREPARED BY:

**Michael Baker**

**INTERNATIONAL**  
**MICHAEL BAKER INTERNATIONAL, INC**  
495 GRAND BOULEVARD, SUITE 206  
MIRAMAR BEACH, FL 32550  
PHONE 850-269-6883  
CERTIFICATE OF AUTHORIZATION NUMBER 28861



**GENERAL NOTES:**

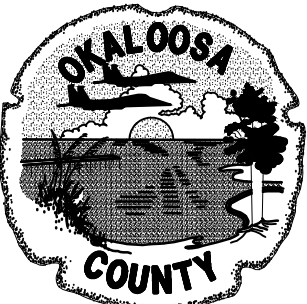
1. CONSTRUCTION STAKE-OUT SHALL BE PERFORMED BY CONTRACTOR IN ACCORDANCE WITH ARTICLE 50-06 OF THE SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL MEASUREMENTS THAT MAY BE REQUIRED TO LAY OUT THE CONSTRUCTION. THE COST OF STAKING WILL BE PAID FOR DIRECTLY AND WILL BE INCLUDED IN THE UNIT PRICE FOR CONSTRUCTION STAKING AND AS-BUILT SURVEY (LUMP SUM).
  2. ELEVATIONS SHOWN ON THE PLANS ARE REFERENCED TO A NAIL AND DISK BENCH MARK, LOCATED AS SHOWN ON THE PLANS
  3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND IDENTIFICATION OF ALL EXISTING UTILITIES AND UNDERGROUND PIPELINES IN CONSTRUCTION AREA. CONTACT SUNSHINE ONE CALL AND AIRPORT OPERATIONS FOR LOCATES. ANY DAMAGES TO KNOWN UTILITIES, OR IF CONTRACTOR DID NOT EXERCISE DUE DILLIGENCE IN NOTIFICATION/LOCATE, ON OR OFF AIRPORT PROPERTY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL REPAIR WORK SHALL MEET THE APPROVAL OF THE OWNER OF THE DAMAGED UTILITY. NO REIMBURSEMENT WILL BE ALLOWED FOR UTILITY/PIPE REPAIR OR REPLACEMENT. PRIOR TO DIGGING ANY TRENCHES, CONTRACTOR SHALL NOTIFY ALL UTILITIES (ELECTRIC, GAS, TELEPHONE, WATER, SEWER, ETC.) AND OBTAIN LOCATIONS OF UNDERGROUND UTILITIES. PHONE
- UTILITY CONTACT INFORMATION:
- |                          |              |
|--------------------------|--------------|
| ORGANIZATION             |              |
| GULF POWER               | 850-244-4720 |
| SPRINT                   | 850-664-3769 |
| COX COMMUNICATION        | 850-259-5083 |
| OKALOOSA WATER AND SEWER | 850-651-7136 |
| EGLIN WATER AND SEWER    | 850-882-3346 |
| OKALOOSA GAS             | 850-729-4881 |
| EGLIN FIRE DEPARTMENT    | 850-882-3641 |
4. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE CLEANUP AND DISPOSAL OF ALL TRASH AND DEBRIS CREATED BY HIS WORK OR PERSONNEL. ALL TRASH AND DEBRIS MUST BE DISPOSED OF OFFSITE.
  5. CONTRACTOR SHALL VISIT SITE TO DETERMINE EXISTING CONDITIONS PRIOR TO SUBMITTING BID. THE CONTRACTOR SHALL REPORT TO THE ENGINEER ANY VARIATIONS FROM THE INFORMATION SHOWN ON THE CONSTRUCTION PLANS.
  6. THE EXISTING AIRPORT PAVEMENTS AND ACCESS ROADS MAY NOT BE CAPABLE OF SUPPORTING CERTAIN TYPES OF CONSTRUCTION EQUIPMENT. PRIOR TO BIDDING, THE CONTRACTOR SHALL FULLY SATISFY HIMSELF AS TO THE ABILITY OF THE EXISTING AIRPORT PAVEMENTS TO SATISFACTORILY SUSTAIN THE TYPE OF EQUIPMENT HE PLANS TO USE. CONTRACTOR SHALL SIZE THE EQUIPMENT USED FOR CONSTRUCTION ACCORDINGLY. THE CONTRACTOR SHALL PHOTOGRAPH AND/OR VIDEO THE ACCESS ROUTE PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES AND SUBMIT A COPY TO THE ENGINEER. ANY DAMAGE CAUSED BY ANY CONSTRUCTION ACTIVITY TO EXISTING PAVEMENT SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
  7. CONTRACTOR IS ENCOURAGED TO CONFINE OPERATIONS TO THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS. ALL NON-PAVED AREAS OUTSIDE THE LIMITS OF CONSTRUCTION WHICH ARE DISTURBED BY THE CONTRACTOR'S OPERATIONS, SUCH AS THE CONTRACTOR'S ACCESS ROAD, STAGING AREAS, TEMPORARY EQUIPMENT PARKING AREAS, ETC., SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND GRASSED, WHERE APPROPRIATE, UPON COMPLETION OF THE PROJECT. IN ADDITION, ALL EXISTING ROADS, APRONS AND TAXIWAYS THAT WILL BE USED AS THE CONTRACTOR'S ACCESS ROUTE SHALL BE MAINTAINED DURING CONSTRUCTION AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR THESE REQUIREMENTS FOR THIS ITEM.
  8. ANY DAMAGES DONE TO AIRPORT PROPERTY, FACILITIES OR UTILITIES (SUCH AS PAVEMENTS, FENCING, SIGNS, LIGHTS, NAVAIDS AND EXISTING CABLES) WILL BE REPAIRED BY THE CONTRACTOR IN A MANNER THAT IS SATISFACTORY TO THE OWNER OF THE FACILITY. THE CONTRACTOR WILL BEAR ALL COSTS FOR REPAIRS.
  9. THE ENGINEER SHALL DESIGNATE AREAS TO BE USED BY THE CONTRACTOR FOR THE PARKING OF CONSTRUCTION EQUIPMENT AND VEHICLES WHEN NOT ENGAGED IN THE CONSTRUCTION DURING NON- WORKING DAYS AND NIGHTS AS WELL AS AREAS FOR CONTRACTOR'S EMPLOYEES AUTO PARKING.
  10. ALL DISPUTES ARISING FROM THE CONTRACTOR SHALL BE DECIDED BY THE ENGINEER, WHOSE DECISION SHALL BE FINAL.
  11. STAGING AREAS AND CONTRACTOR UTILITIES: STAGING AREAS DO NOT HAVE UTILITIES. ANY UTILITIES REQUIRED BY THE CONTRACTOR SHALL BE COORDINATED WITH THE UTILITY COMPANIES AND SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ALL STAGING AREA ARE TO BE RESTORED TO A GRADED, TURFED, DRAINABLE CONDITION. CONTRACTOR SHALL ACQUIRE AND MAINTAIN A CHEMICAL TOILET FOR USE BY CONTRACT WORKERS NO PRIVIES. TOILET LOCATIONS SHALL NOT BE VISIBLE FROM THE AIRLINE TERMINAL.
  12. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE STORAGE AND SECURITY OF HIS MATERIAL AND EQUIPMENT AND SHALL ERECT STORAGE FACILITIES AND FENCING AS NECESSARY. THE CONTRACTOR'S STORAGE AND STAGING AREA SHALL BE IN THE LOCATION SHOWN ON DRAWING SS-1.
  13. THE CONTRACTOR'S STAGING AREA(S) AND ACCESS ROUTES SHOWN ON THE PLANS ARE GENERAL AND FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL SIZE AND LOCATION OF STAGING AREAS AND ACCESS ROUTES WILL BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
  14. COORDINATION OF CONSTRUCTION ACTIVITIES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CONSTANT COORDINATION BETWEEN SUBCONTRACTORS, AIRPORT FACILITIES, AIRPORT OPERATIONS, AND THE ENGINEER. ALL CONSTRUCTION ACTIVITIES PLANNED BY THE CONTRACTOR SHALL BE REVIEWED AND APPROVED BY THE ENGINEER, OPERATIONS, AND THE AIRPORT CAPITAL PROGRAM ADMINISTRATOR. AIRPORTS PROJECT MANAGER WILL VERIFY CORE AND BOLLARD INSTALLATION LOCATIONS BEFORE ANY DEMOLITION OCCURS.
  15. PROJECT PAY ITEMS: THE PROJECT PAY ITEMS ARE PROVIDED TO BE INCLUSIVE OF ALL WORK TO BE PERFORMED AS SHOWN IN THE CONTRACT DOCUMENTS. ALL WORK NOT IDENTIFIED WITH A SPECIFIC PAY ITEM IS TO BE CONSIDERED REQUIRED WORK TO COMPLETE THE PROJECT, AND IS TO BE INCIDENTAL TO THE COST OF PROJECT PAY ITEMS PROVIDED. QUANTITIES PROVIDED IN THE BID ARE APPROXIMATE AND ARE USED SOLELY FOR THE COMPARISON OF BIDS. PAYMENTS MADE BY THE AIRPORT SHALL BE BASED ON THE ACTUAL QUANTITY OF WORK COMPLETED- IN PLACE AND ACCEPTED.
  16. THE CONTRACTOR SHALL PROVIDE RED LINE RECORD DRAWINGS TO THE ENGINEER FOR DOCUMENTATION OF MINOR DEVIATIONS TO THE PLANS IN FULL SIZE HARD COPY AND AUTOCAD (LATEST VERSION) FORMATS.
  17. OTHER SUBMITTAL REQUIREMENTS ARE IDENTIFIED IN SECTION 01330 OF THE GENERAL REQUIREMENTS.

**SAFETY NOTES:**

1. EACH CONTRACTOR SHALL OBTAIN, HAVE KNOWLEDGE OF, AND INCORPORATE THE FOLLOWING SAFETY PROVISIONS INTO THE CONSTRUCTION PROJECT:
  - a. OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION - AC 150/5370-2F.
  - b. AIRPORT SAFETY SELF-INSPECTION - AC 150/5200-18C.
  - c. PAINTING, MARKING, AND LIGHTING OF VEHICLES USED ON AIRPORTS - AC 150/5210-5D.
  - d. FEDERAL AVIATION REGULATIONS, PART 139
2. FOR OTHER CONDITIONS RELATING TO SAFETY, SEE SPECIFICATIONS.
3. NOTICE TO AIRMEN (NOTAMS) - THE CONTRACTOR WILL PROVIDE THE NECESSARY INFORMATION ON CONSTRUCTION CONDITIONS (PAVEMENT CLOSURE, TIE-INS, ETC.) TO THE OWNER A MINIMUM OF SEVEN (7) DAYS PRIOR SO THAT A NOTAM CAN BE ISSUED IN ACCORDANCE WITH ESTABLISHED CRITERIA BY THE OWNER TO THE F.A.A. FLIGHT SERVICE STATION.
4. CONTRACTOR WILL NOT BE ALLOWED TO USE ANY OF THE EXISTING RUNWAY OR TAXIWAYS AS PART OF THE ACCESS ROUTE UNLESS SPECIFICALLY AUTHORIZED BY THE OWNER.
5. CONTRACTOR SHALL MAINTAIN RADIO COMMUNICATION WITH THE AIR TRAFFIC CONTROL TOWER WHEN WORKING ADJACENT TO AIRCRAFT MOVEMENT AREAS. CONTRACTOR WILL HAVE A WORKING RADIO ON SITE DURING CONSTRUCTION AND SHALL ASSIGN RESPONSIBLE PERSONNEL INCLUDING ALL FLAGMEN TO CONTINUOUSLY MONITOR THE APPROPRIATE FREQUENCY.
6. ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THE AIRPORT IN THE ACTIVE AIRCRAFT OPERATIONS AREA (AOA) SHALL MEET THE FAA REQUIREMENTS FOR MARKING AND LIGHTING, SPECIFICALLY, THEY SHALL DISPLAY IN FULL VIEW A FLASHING AMBER (YELLOW) DOME-TYPE LIGHT AND ABOVE THE VEHICLE A 3'X 3' OR LARGER, ORANGE AND WHITE CHECKERBOARD FLAG, EACH CHECKERBOARD COLOR BEING 1-FOOT SQUARE. (SEE CONSTRUCTION SAFETY FLAG DETAIL, THIS SHEET) AND SAID VEHICLES SHALL BE ESCORTED UNDER THE CONTROL OF A RADIO EQUIPPED CONTRACTOR VEHICLE OR A RADIO EQUIPPED SUB-CONTRACTOR VEHICLE. ANY VEHICLE OPERATING IN THE ACTIVE AOA DURING THE HOURS OF DARKNESS SHALL UTILIZE ITS FLASHING AMBER (YELLOW) DOME LIGHT, MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES. (SEE FAA AC 150/5210-5B)
7. ALL NON-RADIO EQUIPPED CONTRACTOR VEHICLES THAT ARE REQUIRED TO OPERATE ON OR ACROSS ACTIVE RUNWAYS, TAXIWAYS, APRONS AND RUNWAY APPROACH AND PROTECTION ZONES SHALL DO SO UNDER THE DIRECT CONTROL OF A RADIO EQUIPPED ESCORT VEHICLE OPERATED BY BADGED PERSONNEL ONLY. EQUIPPED VEHICLES SHALL MONITOR GROUND CONTROL FREQUENCY 121.8 MHZ. ALL AIRCRAFT TRAFFIC ON RUNWAYS, TAXIWAYS AND APRONS SHALL HAVE PRIORITY OVER CONTRACTOR'S TRAFFIC.
8. OPEN TRENCHES, AND EXCAVATIONS LOCATED IN THE AOA SHALL BE PROMINENTLY MARKED WITH FLAGS AND LIGHTED BY APPROVED LIGHT UNITS DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.
9. OPEN FLAME WELDING OR TORCH CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS HAVE BEEN TAKEN AND THE PROCEDURE APPROVED BY AIRPORT OPERATIONS. BURNING OF DEBRIS WILL NOT BE ALLOWED ON AIRPORT PROPERTY.
10. DEBRIS, WASTE AND LOOSE MATERIAL CAPABLE OF CAUSING DAMAGE TO AIRCRAFT LANDING GEAR, PROPELLERS OR BEING INGESTED IN JET ENGINES SHALL NOT BE ALLOWED ON ACTIVE AIRCRAFT MOVEMENT AREAS. IF THESE MATERIALS ARE OBSERVED TO BE ON ACTIVE AIRCRAFT MOVEMENT AREAS, THEY WILL BE REMOVED IMMEDIATELY AND/OR CONTINUOUSLY DURING CONSTRUCTION BY THE CONTRACTOR.
11. CONSTRUCTION DURING THE PROJECT MAY BE HALTED AT ANY TIME BY AIRPORT OPERATIONS IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF AIRPORT ACTIVITIES OR SAFETY. THE CONTRACTOR MAY BE DIRECTED TO REMOVE EQUIPMENT AND/OR EVACUATE THE SITE IN ORDER TO ENABLE AIRCRAFT OPERATIONS. NECESSARY EXTENSIONS IN CONTRACT TIME WILL BE GRANTED OR A STOP WORK ORDER WILL BE ISSUED DUE TO THESE DELAYS.
12. THE CONTRACTOR SHALL CEASE EXCAVATION AND CONTACT AIRPORT FACILITIES UPON THE DISCOVERY OF ANY LINES, CONDUITS, OR PIPES THAT HAVE NOT BEEN PREVIOUSLY IDENTIFIED. EXCAVATION SHALL NOT CONTINUE UNTIL THE ITEM IS IDENTIFIED AND/OR APPROVAL IS GRANTED BY THE ENGINEER. ANY UNPLANNED, UNAPPROVED, OR ACCIDENTAL SHUTDOWN OR INTERRUPTION OF SERVICE TO ANY LIGHTING CIRCUIT OR NAVIGATIONAL AID REQUIRES IMMEDIATE NOTIFICATION TO THE ENGINEER BY THE CONTRACTOR.
13. WITHIN 10 DAYS OF NOTIFICATION OF INTENT TO AWARD, THE CONTRACTOR SHALL SUBMIT SEVEN (7) COPIES OF A WRITTEN SAFETY PLAN, AS WELL AS A CONTINGENCY IF REQUESTED BY OWNER, ABNORMAL FAILURES OR UNEXPECTED DISASTER. THE PLAN SHALL SUMMARIZE THE CONTRACTOR'S ACTION TO PROMOTE, MAINTAIN, AND CONTROL ALL PROJECT WORK TO ENSURE SAFETY WORK ENVIRONMENT, AS WELL AS MEET ALL LOCAL, STATE AND FEDERAL CONSTRUCTION SAFETY REGULATIONS. THE FAA, FDOT, AND COUNTY PROJECT NUMBERS SHALL BE STATED ON THE COVER OF THE PLAN. THE PLAN SHALL ADDRESS HOW SITE SAFETY AND SECURITY WILL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS.
14. JET AIRCRAFT OPERATING ON THE AIRFIELD MAKE THE CONSTRUCTION AREA A ZONE OF HIGH LEVEL NOISE. THE CONTRACTOR IS ADVISED TO TAKE THE NECESSARY PRECAUTIONS, SUCH AS THE USE OF EAR PLUGS AND EAR MUFFS TO PREVENT EAR INJURY TO ANY PERSONNEL WORKING IN THE AREA.
15. THE CONTRACTOR SHALL OPERATE ON A PULLBACK BASIS. THE CONTRACTOR WILL YIELD TO ALL AIRCRAFT AND MAINTAIN A MAXIMUM DISTANCE BETWEEN WORK AND AIRCRAFT OPERATIONS COMPLYING WITH REGULATIONS SET FORTH IN FAA AC 150/5370-2C.
16. OWNER WILL ASSUME RESPONSIBILITY FOR MAINTENANCE OF ALL LANDSIDE TRAFFIC. CONTRACTOR WILL COORDINATE MAINTENANCE OF TRAFFIC WITH OWNER FOR ALL OPERATIONS OUTSIDE AIRFIELD SECURED FENCING INCLUDING WORK CONDUCTED IN CURBSIDE DROPOFFS.

**SECURITY NOTES:**

1. GENERAL INTENT: IT IS INTENDED THAT THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE AIRPORT SECURITY PLAN AND WITH THE SECURITY REQUIREMENTS SPECIFIED HEREIN BY AIRPORT OPERATIONS. THE CONTRACTOR SHALL DESIGNATE TO THE ENGINEER AND AIRPORT OPERATIONS, IN WRITING, THE NAME OF HIS "CONTRACTOR SECURITY OFFICER (CSO)." THE CSO SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS FOR THE CONTRACT.
2. CONTRACTOR PERSONNEL SECURITY ORIENTATION: THE CSO SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR AND SUBCONTRACTOR PERSONNEL ON SECURITY REQUIREMENTS. ALL NEW CONTRACTOR EMPLOYEES SHALL BE BRIEFED ON SECURITY REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.
3. ACCESS TO THE SITE: CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS SHOWN ON THE SAFETY AND SECURITY PLANS. NO OTHER ACCESS POINTS SHALL BE ALLOWED UNLESS APPROVED BY AIRPORT OPERATIONS. ALL CONTRACTOR TRAFFIC AUTHORIZED TO ENTER THE SITE SHALL BE EXPERIENCED IN THE ROUTE OR GUIDED BY CONTRACTOR PERSONNEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE. ACCESS GATES TO THE SITE SHALL BE ATTENDED BY THE CONTRACTOR IF THE CONTRACTOR CHOOSES TO LEAVE ANY ACCESS GATE OPEN, IT SHALL BE ATTENDED BY BADGED CONTRACTOR PERSONNEL WHO ARE FAMILIAR WITH THE REQUIREMENTS OF THE AIRPORT OPERATIONS SECURITY PROGRAM. GATE GUARDS MAY BE REQUIRED TO UNDERGO ADDITIONAL TRAINING AT THE DISCRETION OF THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS DEPOSITED ALONG THE ACCESS ROUTE AS A RESULT OF HIS CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNING FROM THE ACCESS GATE ALONG THE DELIVERY ROUTE TO THE STORAGE AREA, PLANT SITE OR WORK SITE SHALL BE DIRECTED BY AIRPORT OPERATIONS.
4. MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE AS A DELIVERY ADDRESS, THE STREET NAME ASSIGNED TO THE ACCESS POINT AT THE CONTRACTOR'S STAGING SITE AT THE AIRPORT. THE NAME "DESTIN-FORT WALTON BEACH AIRPORT" SHALL NOT BE USED IN THE DELIVERY ADDRESS AT ANY TIME. THIS WILL PRECLUDE DELIVERY TRUCKS FROM ENTERING INTO THE TERMINAL COMPLEX, OR TAKING SHORT CUTS THROUGH THE PERIMETER GATES AND ENTERING INTO AIRCRAFT OPERATIONS AREA INAPPROPRIATELY.
5. CONSTRUCTION AREA LIMITS: THE LIMITS OF CONSTRUCTION, MATERIAL STORAGE AREAS, EQUIPMENT STORAGE AREA, PARKING AREA AND OTHER AREAS DEFINED AS REQUIRED FOR THE CONTRACTOR'S EXCLUSIVE USE DURING CONSTRUCTION SHALL BE MARKED BY THE CONTRACTOR. THE CONTRACTOR SHALL ERECT AND MAINTAIN AROUND THE PERIMETER OF THESE AREAS SUITABLE FENCING, MARKING AND/OR WARNING DEVICES VISIBLE FOR DAY/NIGHT USE. TEMPORARY BARRICADES, FLAGGING AND FLASHING WARNING LIGHTS MAY BE REQUIRED AT CRITICAL ACCESS POINTS. TYPE OF MARKING AND WARNING DEVICES SHALL BE APPROVED BY AIRPORT OPERATIONS. CONTRACTOR SHALL MAINTAIN ALL AIRFIELD SAFETY DEVICES SUCH AS STAKED LIMIT LINES AND BARRICADE LIGHTS FOR THE DURATION OF THE PROJECT AS REQUIRED. DAMAGED STAKES OR FLAGGING SHALL BE REPLACED IMMEDIATELY. CONTRACTOR TO SUBMIT PLAN SHOWING LOCATION OF LIMIT LINES FOR PROJECT DURATION TO THE ENGINEER FOR APPROVAL.
6. IDENTIFICATION-PERSONNEL: ALL EMPLOYEES, AGENTS VENDORS, INVITEES, ETC. OF THE CONTRACTOR OR SUBCONTRACTORS REQUIRING ACCESS TO THE AIR OPERATIONS AREA (AOA) SITE SHALL, IN ACCORDANCE WITH THE AIRPORT OPERATIONS SECURITY PROGRAM, BE REQUIRED TO DISPLAY DESTIN-FORT WALTON BEACH AIRPORT ISSUED IDENTIFICATION OR BE UNDER ESCORT BY PROPERLY BADGED PERSONNEL. CONTRACTORS SELECTED BADGE APPLICANTS MUST PASS FBI BACKGROUND CHECKS. THERE IS A COST OF \$20.00 PER APPLICANT FOR FBI BACKGROUND CHECK FINGERPRINTING. BEFORE A SECURITY BADGE WILL BE ISSUED TO SELECT INDIVIDUALS IDENTIFIED BY AND WORKING AS AN EMPLOYEE OF THE CONTRACTOR, EACH INDIVIDUAL MUST GO THROUGH SIDA TRAINING. THE FIRST BADGE IS PROVIDED FREE BY THE COUNTY, BUT EACH REPLACEMENT BADGE IS AT A CHARGE OF \$25.00. THESE BADGES WILL BE IDENTIFIED NUMERICALLY AND ISSUED TO INDIVIDUAL EMPLOYEES WITH A PERMANENT RECORD MAINTAINED ON EACH INDIVIDUAL TO WHOM A BADGE IS ISSUED. AT THE COMPLETION OF THE CONTRACT ALL BADGES WILL BE RETURNED TO AIRPORT OPERATIONS OR A CHARGE OF \$25.00 PER BADGE WILL BE ASSESSED FOR ALL BADGES NOT RETURNED. IDENTIFIABLE HARD HATS OR OTHER IDENTIFICATION SHALL ALSO BE WORN AT ALL TIMES IF REQUIRED BY AIRPORT OPERATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR BACKGROUND CHECKS ON ALL OF ITS OWN AND ALL SUBCONTRACTOR EMPLOYEES THE CONTRACTOR AND ITS STAFF IS RESPONSIBLE FOR ATTENDING TRAINING AND COMPLETING SECURITY BADGE APPLICATIONS. ESTIMATED TIME FOR COMPLETION IS 2 HOURS.
7. IDENTIFICATION-VEHICLES: THE CONTRACTOR, THROUGH THE CSO, SHALL ESTABLISH AND MAINTAIN A LIST OF CONTRACTOR AND SUBCONTRACTOR VEHICLES AUTHORIZED TO OPERATE ON THE SITE AND SHALL ISSUE A PERMIT TO EACH VEHICLE TO BE MADE AVAILABLE UPON REQUEST BY AIRPORT OPERATIONS THE RESIDENT PROJECT REPRESENTATIVE OR ANY AUTHORIZED AIRPORT REPRESENTATIVES. A BLOCK OF VEHICLE PERMITS SHALL BE ISSUED BY AIRPORT OPERATIONS TO THE CONTRACTOR AND AT THE COMPLETION OF THE CONTRACT ALL PERMITS WILL BE RETURNED TO AIRPORT OPERATIONS. IN LIEU OF ISSUING INDIVIDUAL VEHICLE PERMITS, THE CSO CAN REQUIRE EACH VEHICLE TO DISPLAY A LARGE COMPANY SIGN ON BOTH SIDES OF THE VEHICLE AND ADVISE AIRPORT OPERATIONS AND SECURITY OF A CURRENT LIST OF COMPANIES AUTHORIZED TO ENTER AND CONDUCT WORK ON THE AIRPORT. CONTRACTOR EMPLOYEE VEHICLES SHALL BE RESTRICTED TO THE CONTRACTOR'S EMPLOYEE PARKING AREA AND ARE NOT ALLOWED ON THE AOA AT ANY TIME.
8. FINES: PAYMENT OF ALL FINES ASSESSED TO DESTIN-FORT WALTON BEACH AIRPORT DUE TO VIOLATIONS BY THE CONTRACTOR OF FAA SECURITY OR SAFETY REQUIREMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. AIRPORT OPERATIONS PERSONEL DO ISSUE SIDA VIOLATIONS FOR INFRACTIONS BY AN INDIVIDUAL, WHICH CAN RESULT IN REVOCATION OF THE BADGE AND POSSIBLE TSA FINES.
9. AREAS OUTSIDE THE PROJECT LIMITS ARE DESIGNATED AS RESTRICTED AREAS. THE CONTRACTOR'S FORCES ARE PROHIBITED FROM ENTERING RESTRICTED AREAS AT ANY TIME, UNLESS SPECIFICALLY AUTHORIZED BY THE ENGINEER OR AIRPORT OPERATIONS.



DESTIN - FT. WALTON BEACH AIRPORT (VPS)  
OKALOOSA COUNTY, FLORIDA

**Michael Baker**

**INTERNATIONAL**  
MICHAEL BAKER INTERNATIONAL, INC.  
495 GRAND BOULEVARD, SUITE 206  
MIRAMAR BEACH, FLORIDA 32560 (850) 269-6883  
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: SR	Checked by: NP
Technician: SS	Baker Proj. No.: 164063

Engineer or Architect of Record

ENGINEER OF RECORD  
NATHAN E. PARISH P.E. NO. 68317

Notes:

**REVISIONS**

No.	Description	Date	By

Project Name:

**SECURITY BOLLARDS**

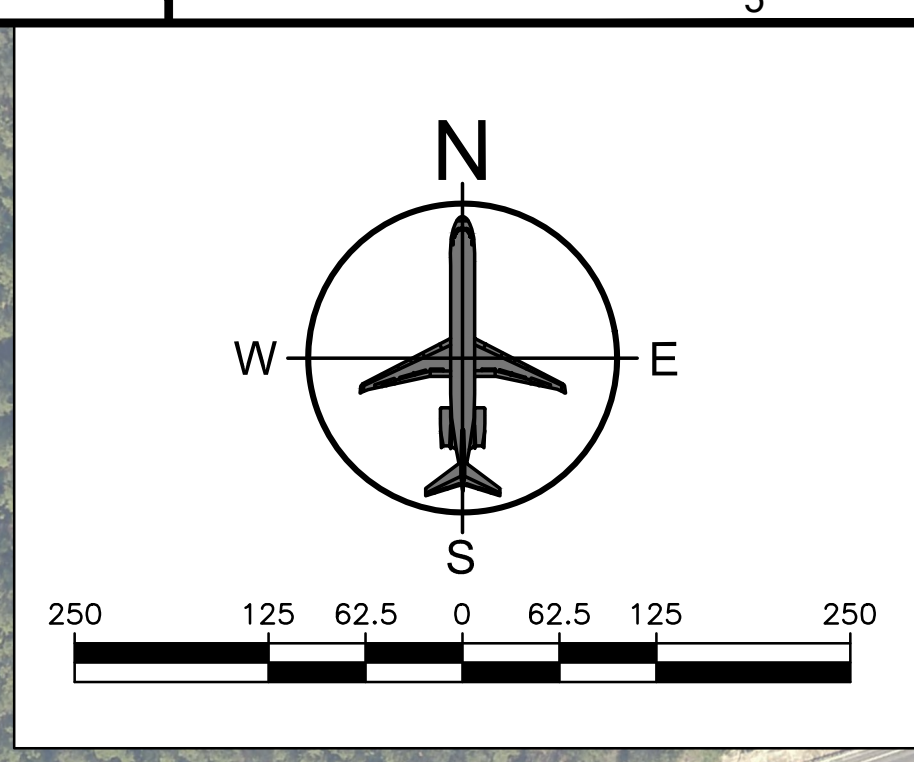
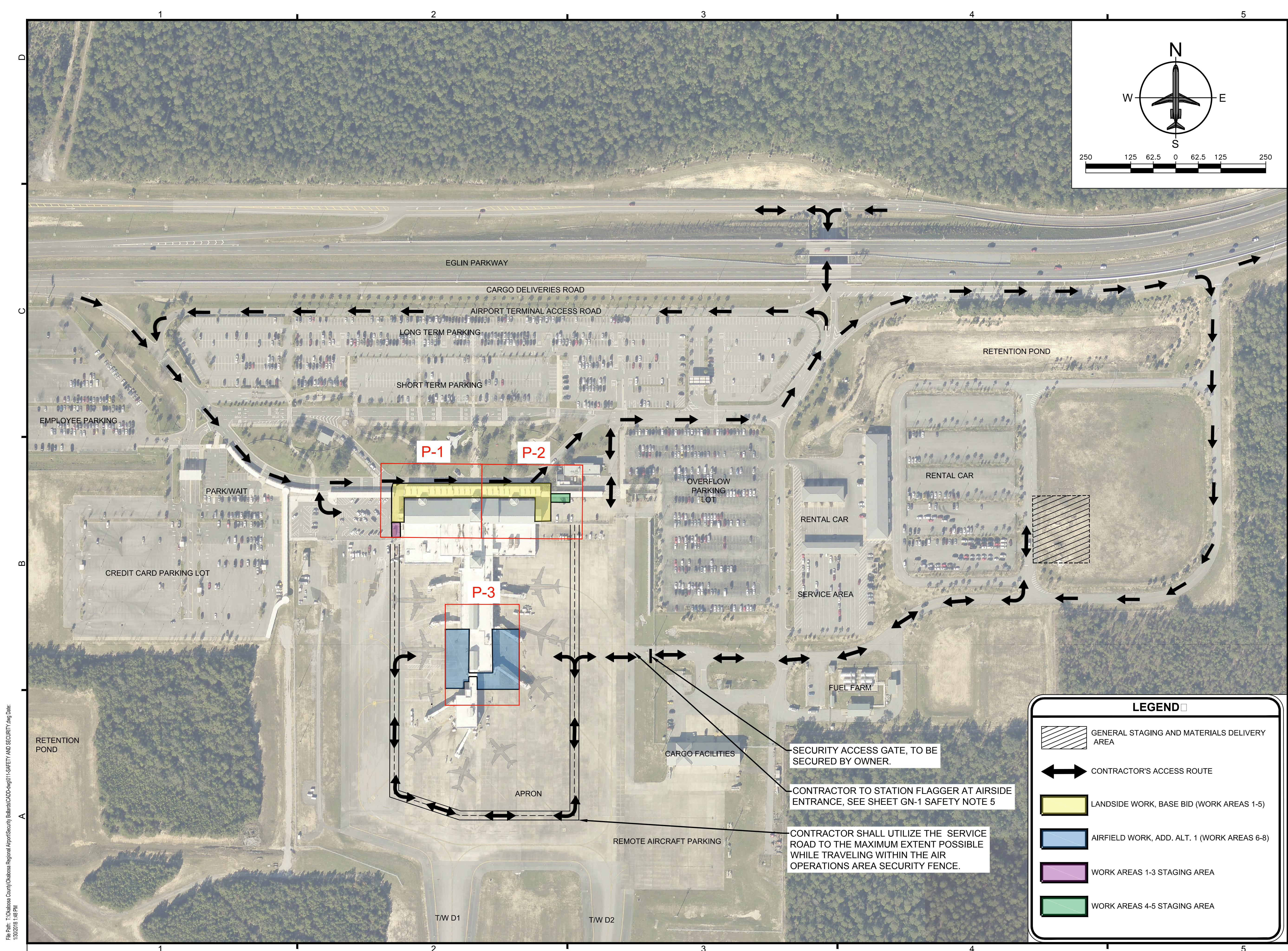
Drawing Name:

**GENERAL NOTES**

FDOT Project No.: NOT APPLICABLE	FAA A.I.P. Project No.: 3-12-0081-027-2017
Date: FEBRUARY 2018	Issue: ISSUED FOR BID
Scale: AS SHOWN	Drawing Number: GN-1

File Path: T:\Okaloosa County\Okaloosa Regional Airport\Securty\Bollards\CADD\ng\01-General\Notes.dwg Date: 1/30/2018 1:47 PM





DESTIN - FT. WALTON BEACH AIRPORT  
(VPS)  
OKALOOSA COUNTY, FLORIDA

**Michael Baker**

**INTERNATIONAL**  
MICHAEL BAKER INTERNATIONAL, INC.  
495 GRAND BOULEVARD, SUITE 208  
MIRAMAR BEACH, FLORIDA 32550 (850) 269-6883  
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: SR      Checked by: NP

Technician: SS      Baker Proj. No.: 164063

Engineer or Architect of Record

ENGINEER OF RECORD  
NATHAN E. PARISH P.E. NO. 68317

Notes:  
1. CONTRACTOR PERSONNEL AND VEHICLES SHALL REMAIN AT LEAST 25 FEET FROM ANY PORTION OF A PARKED AIRCRAFT AT ALL TIMES UNLESS PRIOR APPROVAL IS OBTAINED FROM AIRPORT.

**REVISIONS**

No.	Description	Date	By

**SECURITY BOLLARDS**

**SAFETY AND SECURITY PLAN**

FDOT Project No.: NOT APPLICABLE	FAA A.I.P. Project No.: 3-12-0081-027-2017
Date: FEBRUARY 2018	Issue: ISSUED FOR BID
Scale: AS SHOWN	Drawing Number: SS-1

**LEGEND**

- GENERAL STAGING AND MATERIALS DELIVERY AREA
- CONTRACTOR'S ACCESS ROUTE
- LANDSIDE WORK, BASE BID (WORK AREAS 1-5)
- AIRFIELD WORK, ADD. ALT. 1 (WORK AREAS 6-8)
- WORK AREAS 1-3 STAGING AREA
- WORK AREAS 4-5 STAGING AREA

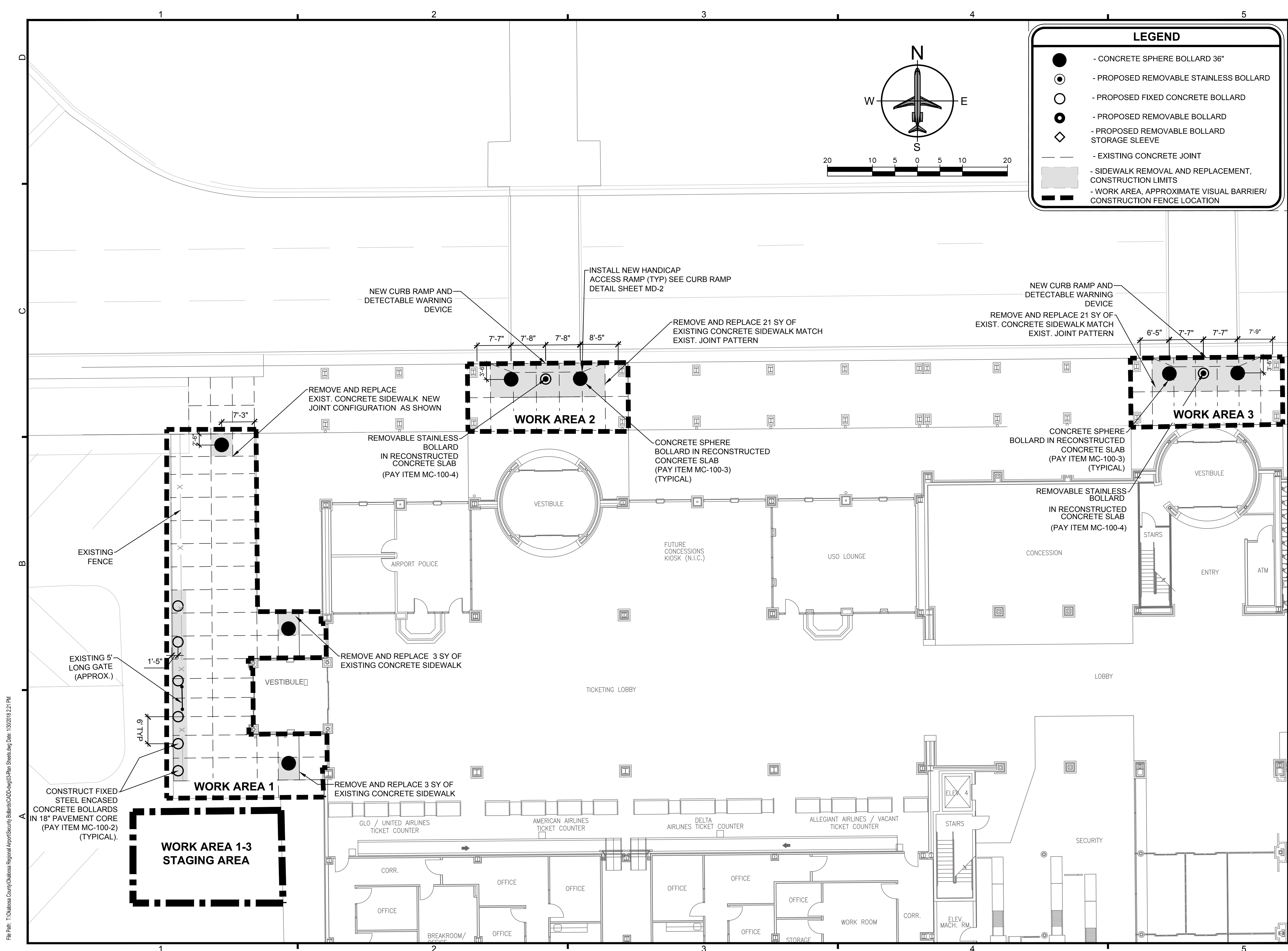
SECURITY ACCESS GATE, TO BE SECURED BY OWNER.

CONTRACTOR TO STATION FLAGGER AT AIRSIDE ENTRANCE, SEE SHEET GN-1 SAFETY NOTE 5

CONTRACTOR SHALL UTILIZE THE SERVICE ROAD TO THE MAXIMUM EXTENT POSSIBLE WHILE TRAVELING WITHIN THE AIR OPERATIONS AREA SECURITY FENCE.

File Path: T:\Okaloosa County\Okaloosa Regional Airport\Security Bollards\CADD\01-1-SAFETY AND SECURITY.dwg Date: 1/30/2018 1:58 PM





**LEGEND**

- - CONCRETE SPHERE BOLLARD 36"
- - PROPOSED REMOVABLE STAINLESS BOLLARD
- - PROPOSED FIXED CONCRETE BOLLARD
- - PROPOSED REMOVABLE BOLLARD
- ◇ - PROPOSED REMOVABLE BOLLARD STORAGE SLEEVE
- - EXISTING CONCRETE JOINT
- ▭ - SIDEWALK REMOVAL AND REPLACEMENT, CONSTRUCTION LIMITS
- ▭ - WORK AREA, APPROXIMATE VISUAL BARRIER/ CONSTRUCTION FENCE LOCATION



DESTIN - FT. WALTON BEACH AIRPORT (VPS)  
OKALOOSA COUNTY, FLORIDA

**Michael Baker**

**INTERNATIONAL**  
MICHAEL BAKER INTERNATIONAL, INC.  
495 GRAND BOULEVARD, SUITE 206  
MIRAMAR BEACH, FLORIDA 32550 (850) 269-6883  
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: SR      Checked by: NP  
Technician: SS      Baker Proj. No.: 164063

Engineer or Architect of Record  
  
ENGINEER OF RECORD  
NATHAN E. PARISH P.E. NO. 68317

- Notes:
- DIMENSIONING SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE. ALL BOLLARD LOCATIONS SHALL BE MARKED IN THE FIELD AND APPROVED BY THE AIRPORT PRIOR TO INSTALLATION.
  - AIRPORT SHALL PROVIDE BARRIERS, COORDINATE TEMPORARY ENTRYWAY CLOSURES AND RUNWAY MAINTENANCE OF TRAFFIC. CONTRACTOR TO PROVIDE CONSTRUCTION FENCING/VISION BARRIER AROUND WORK AREAS 2, 3 AND 4.
  - WORK AREAS 1 AND 5 SHALL NOT BE CONSTRUCTED SIMULTANEOUSLY.
  - ONLY ONE OF THE FOLLOWING WORK AREAS MAY BE CONSTRUCTED AT A TIME: WORK AREA 2, 3 AND 4.
  - WORK AREAS 1-5 (LANDSIDE WORK) SHALL BE COMPLETED AND APPROVED PRIOR TO BEGINNING AIRSIDE WORK.
  - PROVIDE A MINIMUM CONCRETE CURE TIME OF 3 DAYS PRIOR TO OPENING NEW SIDEWALK TO PEDESTRIAN TRAFFIC.

**REVISIONS**

No.	Description	Date	By

Project Name:  
**SECURITY BOLLARDS**

Drawing Name:  
**PLAN SHEET (BASE BID 1 OF 2)**

FDOT Project No.: NOT APPLICABLE      FAA A.I.P. Project No.: 3-12-0081-027-2017  
Date: FEBRUARY 2018      Issue: ISSUED FOR BID  
Scale: AS SHOWN      Drawing Number: P-1

File Path: T:\Okaloosa County\Regional Airport\Security\Bollards\CADD\dwg\03-Pan Sheets.dwg Date: 1/30/2018 2:21 PM



1

2

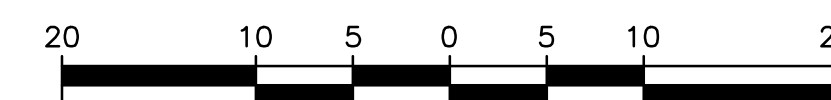
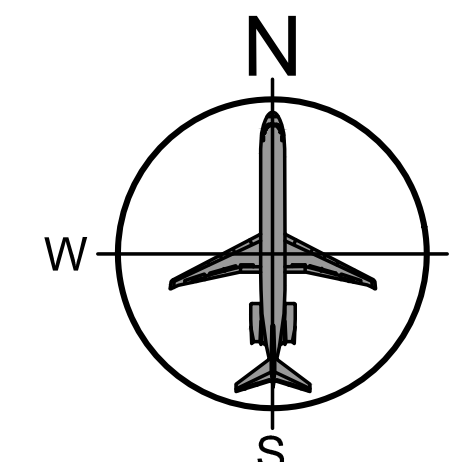
3

4

5

### LEGEND

- - CONCRETE SPHERE BOLLARD 36"
- - PROPOSED REMOVABLE STAINLESS BOLLARD
- - PROPOSED FIXED CONCRETE BOLLARD
- - PROPOSED REMOVABLE BOLLARD
- ◇ - PROPOSED REMOVABLE BOLLARD STORAGE SLEEVE
- - - - - EXISTING CONCRETE JOINT
- ▨ - SIDEWALK REMOVAL AND REPLACEMENT, CONSTRUCTION LIMITS
- - - - - WORK AREA, APPROXIMATE VISUAL BARRIER/ CONSTRUCTION FENCE LOCATION



NEW CURB RAMP AND  
DETECTABLE WARNING  
DEVICE

REMOVE AND REPLACE 18 SY OF  
EXIST. CONCRETE SIDEWALK MATCH  
EXIST. JOINT PATTERN

INSTALL NEW HANDICAP  
ACCESS RAMP (TYP) SEE CURB RAMP  
DETAIL SHEET MD-2

CONCRETE SPHERE  
BOLLARD IN RECONSTRUCTED  
CONCRETE SLAB  
(PAY ITEM MC-100-3)  
(TYPICAL)

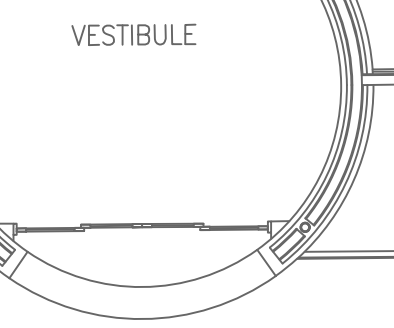
**WORK AREA 4**

REMOVE AND REPLACE 4 SY OF  
EXIST. CONCRETE SIDEWALK MATCH  
EXIST. JOINT PATTERN

**WORK AREA 5.1**

**WORK AREA 4-5  
STAGING AREA**

REMOVABLE STAINLESS  
BOLLARD IN RECONSTRUCTED  
CONCRETE SLAB  
(PAY ITEM MC-100-4)



WOMEN

MEN

CAR RENTAL

CAR RENTAL

CAR RENTAL

CAR RENTAL

CAR RENTAL

COUNTER

COUNTER

COUNTER

COUNTER

COUNTER

ENTRY

EXISTING 5' LONG  
GATE

2'-2"

VESTIBULE

**WORK AREA 5.2**

CONCRETE BOLLARDS  
IN 12" PAVEMENT CORE  
(PAY ITEM MC-100-2)  
(TYPICAL)

BAGGAGE CLAIM LOBBY

LOBBY

BAG ROOM

BAG ROOM

BAG ROOM

BAGGAGE CLAIM

RESTAURANT

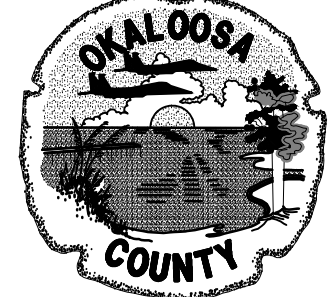
1

2

3

4

5



DESTIN - FT. WALTON BEACH AIRPORT  
(VPS)  
OKALOOSA COUNTY, FLORIDA

**Michael Baker**  
**INTERNATIONAL**  
MICHAEL BAKER INTERNATIONAL, INC.  
495 GRAND BOULEVARD, SUITE 206  
MIRAMAR BEACH, FLORIDA 32550 (850) 269-6883  
CERTIFICATE OF AUTHORIZATION NUMBER 28861

Designer: SR	Checked by: NP
Technician: SS	Baker Proj. No.: 164063

Engineer or Architect of Record

ENGINEER OF RECORD  
NATHAN E. PARISH P.E. NO. 68317

- Notes:
- DIMENSIONING SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE ALL BOLLARD LOCATIONS SHALL BE MARKED IN THE FIELD AND APPROVED BY THE AIRPORT PRIOR TO INSTALLATION.
  - AIRPORT SHALL PROVIDE BARRIERS, COORDINATE TEMPORARY ENTRYWAY CLOSURES AND RUNWAY MAINTENANCE OF TRAFFIC. CONTRACTOR TO PROVIDE CONSTRUCTION FENCING/VISION BARRIER AROUND WORK AREAS 2, 3 AND 4.
  - WORK AREAS 1 AND 5 SHALL NOT BE CONSTRUCTED SIMULTANEOUSLY.
  - ONLY ONE OF THE FOLLOWING WORK AREAS MAY BE CONSTRUCTED AT A TIME: WORK AREA 2, 3 AND 4.
  - WORK AREAS 1-5 (LANDSIDE WORK) SHALL BE COMPLETED AND APPROVED PRIOR TO BEGINNING AIRSIDE WORK.
  - PROVIDE A MINIMUM CONCRETE CURE TIME OF 3 DAYS PRIOR TO OPENING NEW SIDEWALK TO PEDESTRIAN TRAFFIC.

**REVISIONS**

No.	Description	Date	By

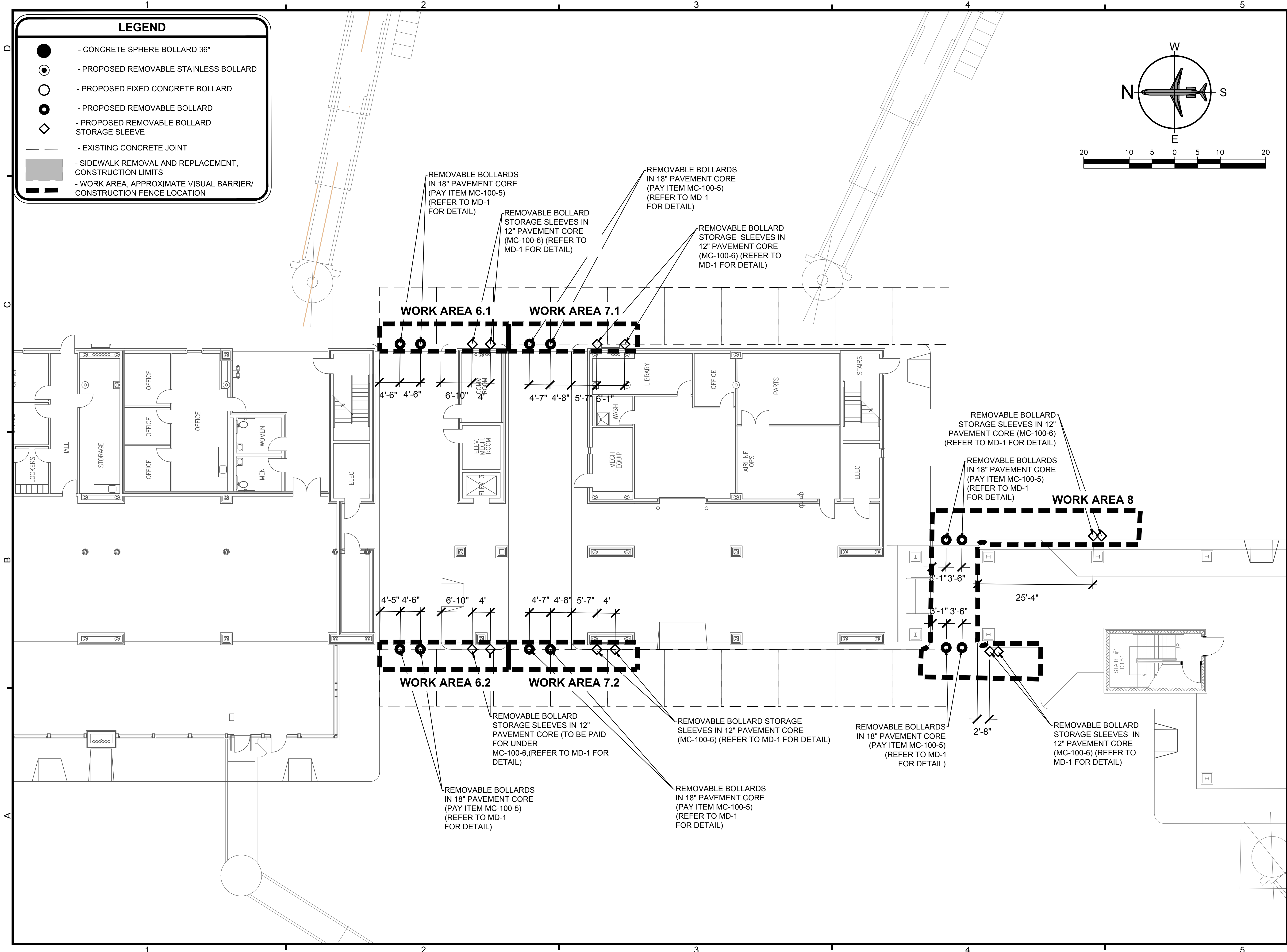
Project Name:  
**SECURITY BOLLARDS**

Drawing Name:  
**PLAN SHEET  
(BASE BID 2 OF 2)**

FDOT Project No.: NOT APPLICABLE	FAA A.I.P. Project No.: 3-12-0081-027-2017
Date: FEBRUARY 2018	Issue: ISSUED FOR BID
Scale: AS SHOWN	Drawing Number: P-2

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OKALOOSA COUNTY, FLORIDA

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Engineer or Architect of Record

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- Notes:
1. DIMENSIONING SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE ALL BOLLARD LOCATIONS SHALL BE MARKED IN THE FIELD AND APPROVED BY THE AIRPORT PRIOR TO INSTALLATION.
  2. AIRPORT SHALL PROVIDE BARRIERS, COORDINATE TEMPORARY ENTRYWAY CLOSURES AND PROVIDE ROADWAY MAINTENANCE OF TRAFFIC. CONTRACTOR TO PROVIDE CONSTRUCTION FENCING/VISION BARRIER AROUND WORK AREAS 2, 3 AND 4.
  3. WORK AREAS 6 AND 7 SHALL NOT BE CONSTRUCTED CONCURRENTLY.
  4. WORK AREAS 1-5 (LANDSIDE WORK) SHALL BE COMPLETED AND APPROVED PRIOR TO BEGINNING AIRSIDE WORK.
  5. PROVIDE A MINIMUM CONCRETE CURE TIME OF 3 DAYS PRIOR TO OPENING NEW SIDEWALK TO PEDESTRIAN TRAFFIC.

REVISIONS			
No.	Description	Date	By

Project Name:

**SECURITY BOLLARDS**

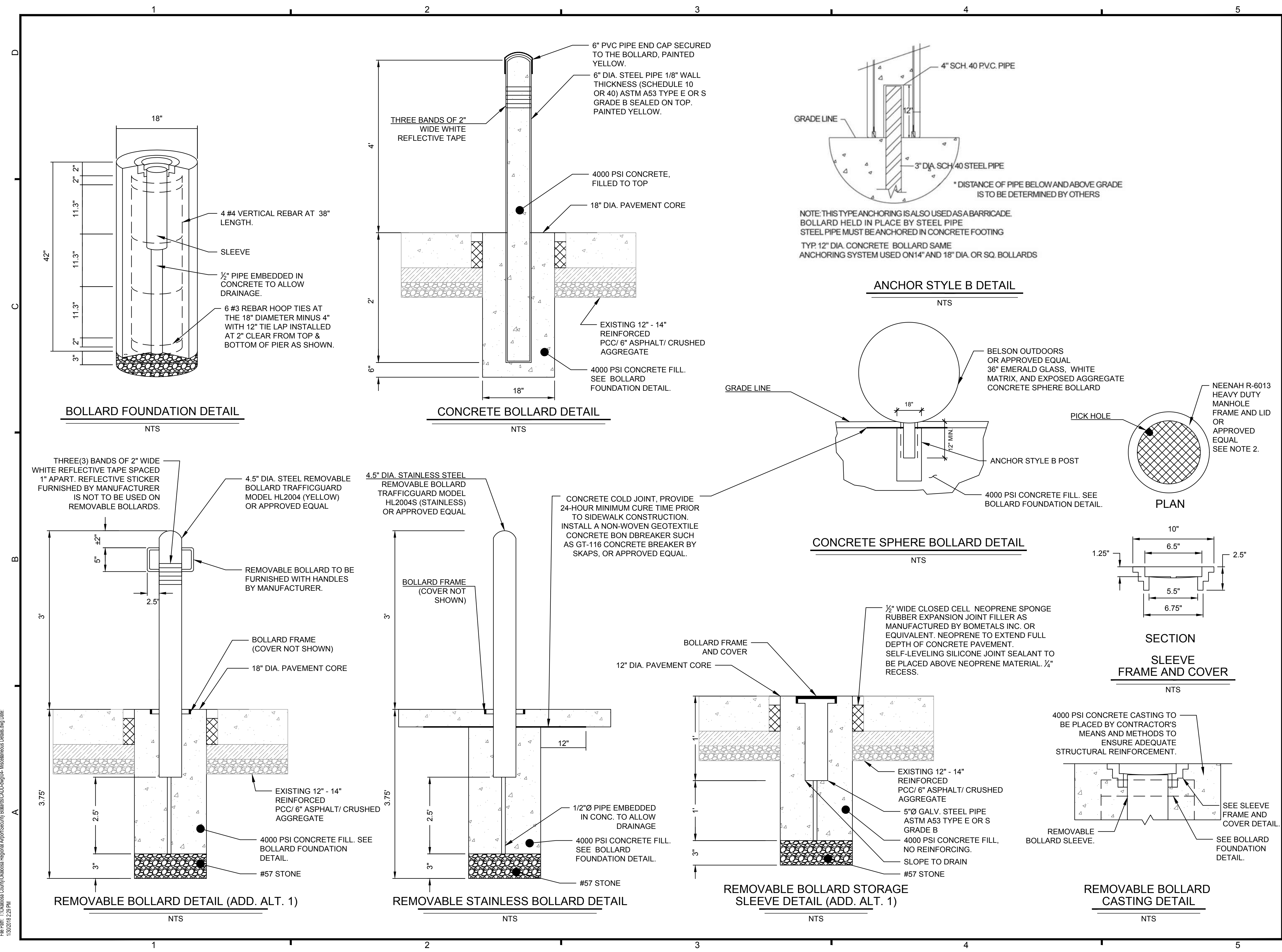
Drawing Name:

**PLAN SHEET  
(ADD. ALTERNATE 1 OF 1)**

FDOT Project No.: NOT APPLICABLE	FAA A.I.P. Project No.: 3-12-0081-027-2017
Date: FEBRUARY 2018	Issue: ISSUED FOR BID
Scale: AS SHOWN	Drawing Number: P-3

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OKALOOSA COUNTY, FLORIDA

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Technician: SS	Baker Proj. No.: 164063

Engineer or Architect of Record  
  
ENGINEER OF RECORD  
NATHAN E. PARISH P.E. NO. 68317

- Notes:
- MINIMUM BOLLARD WARRANTY PERIOD OF 12 MONTHS TO BE CERTIFIED BY MANUFACTURER FOR ALL BOLLARDS.
  - NEENAH R-6013 FRAME TO BE PLACED IN ALL REMOVABLE BOLLARD CASTINGS INCLUDING STORAGE SLEEVES. PROVIDE NEENAH R-6013 LIDS AT REMOVABLE BOLLARD LOCATIONS ONLY AND NOT STORAGE SLEEVE LOCATIONS.

**REVISIONS**

No.	Description	Date	By

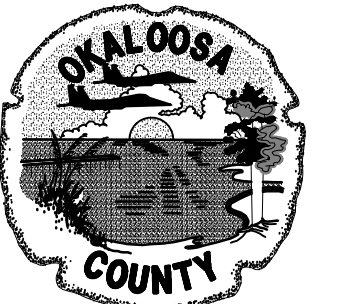
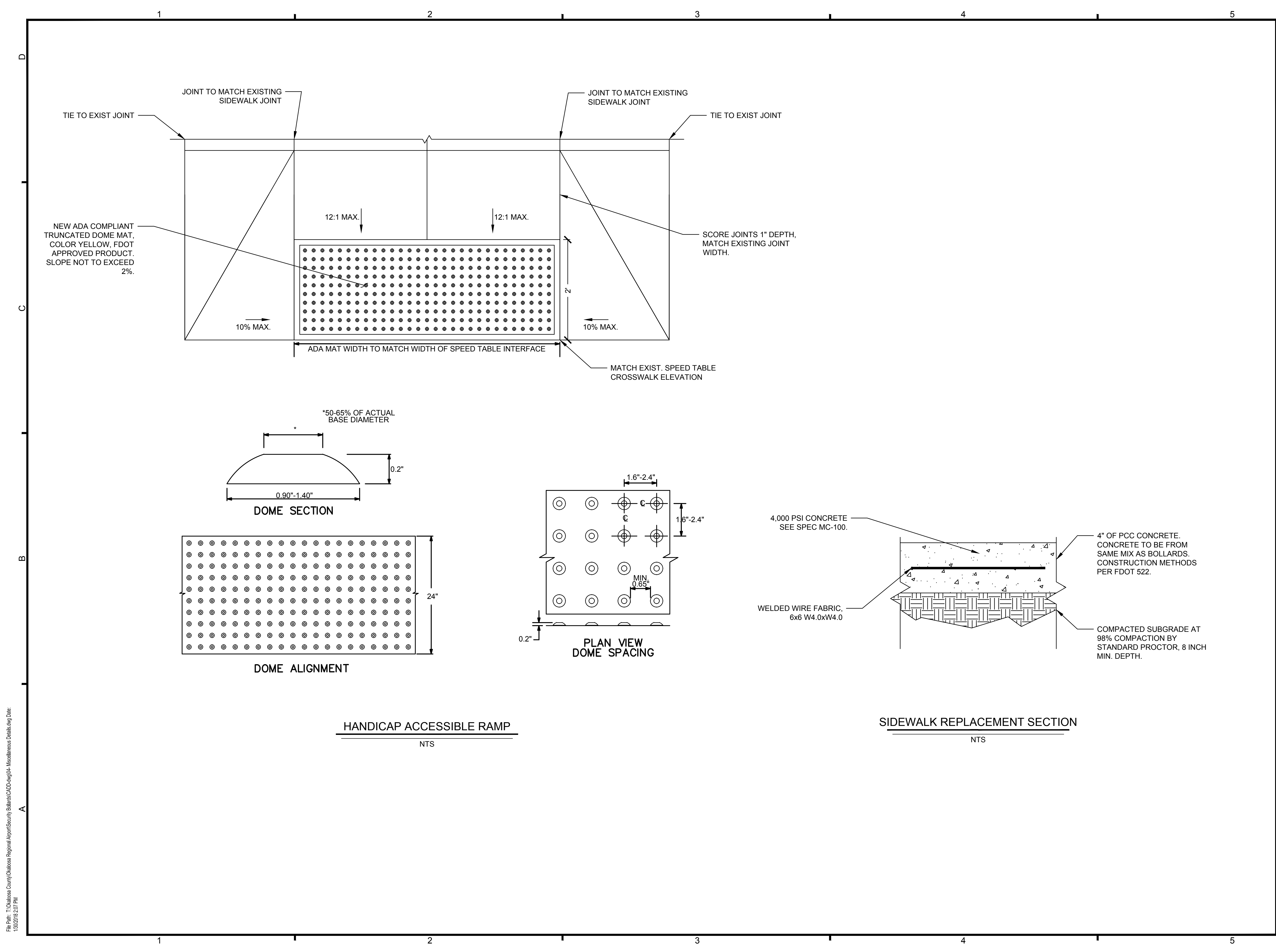
**SECURITY BOLLARDS**

**MISCELLANEOUS DETAILS**

FDOT Project No.: NOT APPLICABLE	FAA A.I.P. Project No.: 3-12-0081-027-2017
Date: FEBRUARY 2018	Issue: ISSUED FOR BID
Scale: AS SHOWN	Drawing Number: MD-1

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OKALOOSA COUNTY, FLORIDA

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Notes:

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REVISIONS			
No.	Description	Date	By

Project Name:  
**SECURITY BOLLARDS**

Drawing Name:  
**MISCELLANEOUS DETAILS**

FDOT Project No.: NOT APPLICABLE	FAA A.I.P. Project No.: 3-12-0081-027-2017
Date: FEBRUARY 2018	Issue: ISSUED FOR BID
Scale: AS SHOWN	Drawing Number: MD-2

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