

BID DOCUMENTS

FOR

Levy County Board of County Commissioners

George T. Lewis Airport (CDK)
Cedar Key, FL



HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE

PREPARED BY:



PASSERO ASSOCIATES, LLC
355 S. LEGACY TRAIL, SUITE B-102
ST. AUGUSTINE, FL 32092

20121626.0011

December 16, 2024

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NOTICE TO BIDDERS

Levy County Board of County Commissioners
George T. Lewis Airport

Notice is hereby given that Levy County, Florida will be receiving sealed Bids via e-bidding at www.demandstar.com, for the Hurricane Damage Repairs: Install New Fence project. Bids received by 2:00 P.M. EDT on **Thursday, January 23, 2025** will be publicly opened and read at the Procurement Office located at 318 Mongo Street, Room C, Bronson, FL 32621 for furnishing all labor, materials and equipment and performing all work necessary to construct the following:

Full removal and replacement of 5,300 linear feet of 4-foot chain link fence, 4 manual rolling gates and 1 manual swing gate.

A complete set of Bid Documents including project drawings and technical specifications will be available on **Monday, December 16, 2024** and may be obtained from, www.demandstar.com.

A non-mandatory pre-bid meeting will be held on **Wednesday, January 8, 2025 @ 2:00PM** at 318 Mongo Street, Room C, Bronson, FL 32621. Bidders can also attend the Pre-bid meeting virtually.

To join the meeting from your computer, tablet or smartphone. <https://meet.goto.com/495405341>

You can also dial in using your phone.

Access Code: 495-405-341

United States: +1 (571) 317-3122

Join from a video-conferencing room or system.

Meeting ID: 495-405-341

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 495405341@67.217.95.2 or 67.217.95.2##495405341

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

Technical questions should be sent to Tretheway-ali@levycounty.org.

Each bid must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to the **Levy County Board of County Commissioners**.

Bids may be held by the **Levy County Board of County Commissioners** for a period not to exceed **90 days** from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

The right is reserved, as the **Levy County Board of County Commissioners** may require, to reject any and all bids and to waive any informality in the bids received.

Bid Summary Schedule

Advertisement	Plans and Technical Specifications Available	Pre-Bid Meeting	Last Day for Questions	Addendum Issued	Bid Due
Monday, December 16, 2024	Monday, December 16, 2024	Wednesday, January 8, 2025 @ 2:00PM	Thursday, January 16, 2025 @ 4:00PM	Monday, January 20, 2025	Thursday, January 23, 2025 2:00 P.M.

Contract Time

The Owner has established a contract performance time of **ninety calendar days** from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual.

Bid Security

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to the **Levy County Board of County Commissioners**.

Bonding Requirements

The successful bidder will be required to furnish separate performance and payment bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **Levy County Board of County Commissioners** for a period not to exceed **90** from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the **Levy County Board of County Commissioners** may require, to reject any and all bids and to waive any informality in the bids received.

Foreign Trade Restriction – 49 CFR Part 30

The Bidder and Bidder's subcontractors, by submission of an offer and / or execution of a contract, is required to certify that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Additional Provisions

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The bid must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

Submittal of Bids

Bids will be received via e-bidding at www.demandstar.com. For a modification to a previously submitted bid, insert "Modification to Bid" in place of "Sealed Bid."

END OF SECTION

INSTRUCTIONS TO BIDDERS

Owner and Owner's Representative

The Owner as stated herein refers to the following agency Levy County Board of County Commissioners. The Owner's authorized representative as stated herein refers to the Owner's Consultant Passero Associates, LLC, 355 S. Legacy Trail, Suite B-102, St. Augustine, FL 32092, herein referred to as the Engineer.

Bidder Representations

By submittal of a bid, the BIDDER represents the following:

- The Bidder has read and thoroughly examined the project documents.
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has familiarized themselves of the requirements of working on an operating airport and understands the site conditions that may in any manner affect cost, progress or performance of the work.
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

Bid Documents/Project Manual

The bid documents are comprised of the following: Notice-to-Bidders, Instructions-to-Bidders, General Provisions, Technical Specifications, Project Drawings, Bid Form with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder.

Those individual elements of the Contract Documents that are bound together shall also be referred to as the Project Manual. No part of the project manual that is bound may be removed or detached.

Prospective bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice-to-Bidders.

Modifications to Project Documents

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders and will be posted on www.demandstar.com. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

Errors and Discrepancies in Project Documents

Should Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a bid, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid, Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

Clarifications and Interpretations

A bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request by Thursday, January 23, 2025 @ 4:00PM.

Interpretations of Estimated Bid Quantities

An estimate of quantities of work to be accomplished and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for comparison of bids and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities.

The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the General Provisions without in any way invalidating the unit bid prices.

Examination of Plans, Specifications and Site Conditions

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the bid, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

Issuance of Bid Forms

The Owner reserves the right to refuse to issue a bid form to a prospective bidder should the bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the bid as a requirement for bidding.
- b. Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the bid to a prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work on previous contracts with the owner.

Form of Proposal

All bids shall be made on the forms provided by the Owner within the bound Project Manual. No bidder may submit more than one bid. All bids are to be written in ink and shall be clearly legible. All blank spaces in the bid forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the bid form by the bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

Signature of Proposal

The bid shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and

conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified, and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the bid shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the bid.

Modification or Withdrawal of Bid

Bidder may modify or withdraw their bid at any point up to the specified time and date identified for receipt of bids. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of bids will be returned unopened to the sender.

Any modification to a Bid, subject to the time constraint noted herein, must be made on the bid forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Bid" shall be legibly marked in the upper left hand corner. Withdrawal of a bid may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

Bid Guaranty

Each bid must be accompanied by a bid guaranty in the amount of five percent (5%) of the total amount of the bid. The bid guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of **FLORIDA**. A certified check shall be issued from a responsible and solvent bank or trust company.

Bidder Qualifications

Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. To be determined responsible, a prospective contractor must:

- Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
- Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
- Have a satisfactory performance record;
- Have a satisfactory record of integrity and business ethics;
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations;
- Have satisfactorily completed at least three similar projects on an airport currently under state and federal jurisdiction.

Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports. If the Bidder is presently pre-qualified with the State Highway agency, evidence of this pre-qualification **may** serve as evidence of financial responsibility in lieu of the certified financial statements and reports.

Alternate Bids

Bidder shall complete all blanks provided on the bid forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those alternate bid options that the Bidder elects not to submit a bid.

Submission of Bid

Bids will be received via e-bidding at www.demandstar.com. For a modification to a previously submitted bid, insert "Modification to Bid" in place of "Sealed Bid."

Bid Opening

All bids submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or the Owner's representative. Bidders, their authorized agents, and other interested parties are invited to attend. Bids submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Evaluation of Bids

Bids may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed **(90)** ninety calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their bid for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

Bid Informalities and Irregularities

The Owner reserves the right to waive any informality or irregularity discovered in any bid, which in the owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

Irregular Bids

Bids meeting the following criteria are subject to consideration as being irregular:

1. If the bid is on a form other than that furnished by the Owner or Owner's representative.
2. If the form furnished by the Owner or Owner's representative is altered or detached from the original document.
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.
4. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the bid contains unit prices that are obviously unbalanced.
6. If the bid is not accompanied by the bid guarantee specified herein.

Disqualification of Bids

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of bids include but are not limited to:

- Submittal of an irregular bid;
- Submittal of more than one bid from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to furnish satisfactory bid guarantee;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their bid;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- Inclusion of the Bidder on the "Excluded Parties Listing System" as maintained and published by the General Services Administration; and
- Evidence of collusion among bidders.

Cancellation of Award

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

Notice of Award of Contract

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible bidder that submits the lowest responsive bid. The successful bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

Award of Alternates

Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

Return of Bid Guaranty

The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible bidders will be retained for a period of ***ten (10)*** days pending the execution of the contract documents by the successful bidder. Except as noted above, the bid guaranty of unsuccessful bidders will be returned at the point their bid is rejected.

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid within ***(90)*** ninety calendar days of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low bidder and shall result in the forfeiture of the Bidder's bid guarantee as liquidated damage.

Performance and Payment Bonds

The successful Bidder shall furnish ***separate*** performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.

The executed bonds shall be delivered to the Owner within fifteen (15) calendar days from the date of contract execution. Bonds should not be executed prior to execution of the contract agreement. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.

Certificates of Insurance

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual. Certificate of Insurance should show Dixie County as an additional insured.

Approval of the Contract

Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder and all terms and conditions of the Contract Agreement.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to “Bidder” in the bid documents become equivalent to the term “Contractor”.

BID CHECKLIST NEXT PAGE

BID OPENING CHECK LIST

	Yes	N/A
Read Advertisement and Requirements	<input type="checkbox"/>	<input type="checkbox"/>
Contractors licensed to do work in Florida	<input type="checkbox"/>	<input type="checkbox"/>
Attended Pre-bid Meeting	<input type="checkbox"/>	<input type="checkbox"/>
Site Visit Performed	<input type="checkbox"/>	<input type="checkbox"/>
Completed Bid Forms	<input type="checkbox"/>	<input type="checkbox"/>
Bid Bond & Bid Bond Affidavit Attached	<input type="checkbox"/>	<input type="checkbox"/>
Received Addendum(s) & Completed Form	<input type="checkbox"/>	<input type="checkbox"/>
Insurance Forms Completed	<input type="checkbox"/>	<input type="checkbox"/>
Drug-Free Work Place Certificate	<input type="checkbox"/>	<input type="checkbox"/>
Public Entity Crime Statement	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of EEOC Compliance	<input type="checkbox"/>	<input type="checkbox"/>
Contractors Form of Eligibility	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusion Affidavit Completed	<input type="checkbox"/>	<input type="checkbox"/>
Subcontractors and Suppliers Completed	<input type="checkbox"/>	<input type="checkbox"/>
Contractors Certificate of Eligibility	<input type="checkbox"/>	<input type="checkbox"/>
Completed Statement of Bidder's Qualifications Form	<input type="checkbox"/>	<input type="checkbox"/>
E-verify	<input type="checkbox"/>	<input type="checkbox"/>

This affirms that all documents are included with the bidder's bid package.

Company Name

Date

Authorized Representative Name
(Print or Type)

Authorized Representative Signature

END OF SECTION

PROPOSAL FORMS

TO: Levy County Board of County Commissioners
Mary-Ellen Harper, County Manager

The undersigned, in compliance with the request for bids for construction of the following Projects:

HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE

Hereby proposes to furnish all labor, permits, material, machinery, tools, supplies, equipment and all items necessary to faithfully perform all work required to provide a completed project, ready for operation, in accordance with the Contract Documents and issued Addenda to the satisfaction of the Engineer and Owner within the specified Contract Time for the prices shown on the Bid Forms.

REQUIRED LANGUAGE IN PROPOSALS FOR AIP CONTRACTS

Previous Contracts: Section 60.1.7(b) of the Regulations of the Secretary of Labor requires each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or at the outset of negotiations for the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed with the Joint Reporting Committee, the Director, an agency, or the former President's Committee on Equal Employment Opportunity all reports due under the applicable filing requirements. In any case in which a bidder or prospective prime contractor or proposed subcontractor which participated in a previous contract subject to Executive Order 10925, 11114 or 11246 has not filed a report due under the applicable filing documents, no contract or subcontract shall be awarded unless such contractor submits a report covering the delinquent period or such other prior specified by the FAA or the Director, OFCCP.

Bid or Proposal Form: To effectuate the foregoing requirements, the Sponsor is required to include in the bid or proposal form a statement substantially as follows:

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes:

The Bidder (Proposer) **has** ___ **has not** ___ participated in a previous Contract subject to the Equal Opportunity clause prescribed by Executive Order 10925, or Executive Order 11114 or Executive Order 11246.

The Bidder (Proposer) **has** ___ **has not** ___ submitted all compliance reports in connection with any such Contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of Subcontracts.

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

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

Joint Reporting Committee
Post Office box 2236
Norfolk, VA 20501

Bid will be as per the attached Bid Forms.

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a bid, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantity."
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this bid, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Bids for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed 90 calendar days from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within fifteen (15) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this bid, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within 90 ninety calendar days from the commencement date specified in the Notice-to-Proceed. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of \$500.00/day as a liquidated damage to the OWNER. The Bidder also acknowledges that the Contract shall also be subject to runway closure duration requirements that limit runway closures and make the CONTRACTOR responsible to compensate the OWNER for lost revenue in the event that the requirements are not met.
- h. By submitting this Bid/Proposal and executing the same, the Bidder/Proposer hereby affirms that he is aware of the provisions of the Florida Statutes Under Section 287.133(3)(a) dealing with the Public Entity Crimes (a copy of which is included and executed by the Bidder/Proposer). The Bidder/Proposer further affirms that he will adhere to such laws and instruct and require all agents, employees and sub-contractors to do the same. The Bidder/Proposer further affirms that he is aware that any violation of these rules subjects this agreement to revocation, his removal from bid lists, prohibiting future contract or subcontract work, revocation of permits and prosecution
- i. By submitting this Bid the Bidder acknowledges that the successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.
- j. By submitting this Bid the Bidder acknowledges that the Owner reserves the right to implement a sales tax savings program with respect to the Project, as described in Special Provision 60-09, and as commonly referred to as Owner Direct Purchase of materials.

REPRESENTATIONS BY BIDDER

By submittal of a bid, the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this bid are named herein and that this bid is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this bid.

- b. **Certification of Non-Segregated Facilities:** (41 CFR Part 60-1.8)

The BIDDER, as a potential federally assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files. The Bidder must complete the Certification of Bidder Regarding Equal Opportunity for Construction Contracts Exceeding \$10,000 and

Certification	of	Non-Segregated	Facilities	forms.
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- c. **Trade Restriction Certification:** (49 CFR Part 30)

The Bidder, by submission of an offer certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** (49 CFR Part 29)
The Bidder certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. The Bidder must complete the attached Contractor's Certification of Eligibility form.
- e. **Drug Free Workplace Certification:** (FL Statutes Section 287.07)
Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. The Bidder must complete the attached Drug Free Workplace Certification.
- f. **Sworn Statement on Public Entity Crimes:** (FL Statute 287.133(3)(a))
Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO of the Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list. The Bidder must complete the attached Sworn Statement Under Section 287.133(3)(a) Florida Statutes, on Public Entity Crimes.

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty in the form of (check one): ☐ Certified Check ☐ Bid Bond
 - a. Bid Bond form and Bid Bond Affidavit form if Bid Guaranty is in the form of a bid bond.
2. Completed Non-Collusion Affidavit.
3. Completed Drug Free Work Place Certification.
4. Completed Public Entity Crimes Form.
5. Completed Certification of Bidder Regarding Equal Employment Opportunity for Construction Contracts Exceeding \$10,000.
6. Completed Certification of Non-Segregated Facilities form.
7. Completed Insurance Forms.
8. Completed Subcontractors and Suppliers form.
9. Completed Addenda Receipt form
10. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders. Completed Statement of Bidder's Qualifications form.
11. Completed Bid Opening Checklist form.

BASE BID - INSTALL NEW 4' CHAIN LINK FENCE

ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
C-103-8.1	1 LS	PROJECT SURVEY, STAKEOUT, AND RECORD DRAWINGS	\$	\$
		DOLLARS PER LS		
C-105-6.1	1 LS	MOBILIZATION	\$	\$
		DOLLARS PER LS		
F-162-5.1	1 LS	REMOVE AND DISPOSE OF EXISTING FENCE (INCLUDING ALL GATES, SIGNS AND APPURTENANCES)	\$	\$
		DOLLARS PER LS		
F-162-5.2	5,300 LF	VINYL COATED CHAIN LINK FENCE, 4 FEET. COMPLETE	\$	\$
		DOLLARS PER LF		
F-162-5.3	4 EA	NEW 20-FOOT WIDE, MANUAL CANTILEVER SLIDE GATE	\$	\$
		DOLLARS PER EA		
F-162-5.4	1 EA	NEW 4-FOOT WIDE SINGLE SWING GATE	\$	\$
		DOLLARS PER EA		

BASE BID - INSTALL NEW 4' CHAIN LINK FENCE				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
F-162-5.5	1 LS	NEW SIGNS	\$	\$
		DOLLARS PER LS		

TOTAL BASE BID

(Amount in Written Words)

(Amount in Numerals)

BIDDERS NAME:

SIGN & DATE:

Note: This is a unit price contract, and the submitted unit price shall be the governing contract value.

SINATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)

(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: _____

By: _____
(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

(CORPORATE SEAL)

Telephone Number: _____

ATTEST:

By: _____
(Authorized Signature)

Name and Title: _____

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

BID BOND

(NOT TO BE FILLED OUT IF A CERTIFIED CHECK IS SUBMITTED)

Know all men by these presents: That we, the undersigned _____
as principal, and _____
a corporate surety authorized under the laws of the State of Florida to do business in the State of Florida and
authorized to write this type of bond through a resident agent of the corporation located in the State of Florida, as
surety, are held and firmly bound unto Levy County in the sum of _____ dollars
(\$ _____), which equals five percent of the amount bid, for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors
and assigns.

The condition of the above obligation is such that if the attached proposal of: **HURRICANE DAMAGE REPAIRS:
INSTALL NEW FENCE** for the improvement of the George T Lewis Airport facilities stipulated in said proposal in
accordance with the Instruction to Bidders, the plans and specifications provided therefore, is accepted and the
contract awarded to the above named bidder. The said principal shall within fifteen (15) days after notice of said
award enter into a contract in writing and furnish the required payment and performance bonds with surety, or
sureties, to be approved by Levy County, this obligation shall be void: otherwise, the same shall be in full force and
virtue of law, and the full amount of this proposal bond will be paid to Levy County, as stipulated for liquidated
damages.

Signed this _____ day of _____, 20__.

(Principal must indicate whether corporation,
partnership, company or individual)

_____ Principal

This person signing shall, in his own handwriting,
sign the principal's name, and his title. Where the
person signing for a corporation is other than
the president or vice-president, he must, by
affidavit, show his authority to bind the corporation.

By: _____

Title

BID BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
who, being duly sworn, deposes and says that he is a duly authorized (resident) (non-resident) insurance agent,
properly licensed under the laws of the State of _____, and the State of Florida, to represent
_____ of _____ a company authorized to make corporate surety bonds
under the laws of the State of Florida. Said _____ further certifies that the
premium on the said bond is _____, which will be paid in full direct to him as
attorney-in-fact, and included in his regular accounts to the said _____, and that he will receive
his regular commission of _____ percent as attorney-in-fact for the execution of said bond and
that his commission will not be divided with anyone except as follows, _____ Percent to
_____, who is duly authorized resident insurance agent and properly licenses under the laws
of the State of Florida.

Countersigned

Florida Resident Agent

Agent and Attorney-in-Fact

Acknowledgement for Attorney-in-Fact

Sworn to and subscribed before me this _____ day of _____, 20__.

My commission expires:

Notary Public

State of

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says that:

1. (S)He is _____ of _____, the Bidder that has submitted the attached Bid;
2. (S)He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the Bidder nor anyone acting on behalf of the Bidder, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Levy County, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or anyone acting on his/her/its behalf.

(Signature)

(Title)

Subscribed and Sworn to before me of this ____ day of _____, 20__.

(Notary's Signature)

(Notary's Stamped or Printed Name)

Notary Public, in and for _____ County,

My Commission expires: _____

DRUG-FREE WORK PLACE CERTIFICATE

IDENTICAL TIE BIDS – Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implements a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work place Program. In order to have a Drug-Free Work Place Program, a business shall:

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

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

BIDDERS/PROPOSERS SIGNATURE

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIME (1 of 2)**

This form must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____ .
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the entity named above is _____ .
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. Levy County, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY
CRIME (2 of 2)**

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

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

**CERTIFICATION OF BIDDER REGARDING EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION
CONTRACTS EXCEEDING \$10,000**

BIDDER'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NO.: _____

NON-SEGREGATED FACILITIES

NOTICE TO PROSPECTIVE FEDERALLY-ASSISTED CONSTRUCTION CONTRACTORS:

1. A Certification of Non-Segregated Facilities must be submitted prior to the award of a Federally-assisted construction contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause.
2. Contractors receiving Federally-assisted construction contract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION ON NON-SEGREGATED FACILITIES:

1. A Certification of Non-Segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause.
2. Contractors receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NON-SEGREGATED FACILITIES:

The Federally-assisted construction contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. The Federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin, because of habit, local custom, or any other reason. The Federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

Certification: The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer _____

Signature _____

Date _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSURANCE

BIDDER'S PRESENT INSURANCE COVERAGE

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

<u>General Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits <u>Aggregate</u>
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$ _____	\$ _____
Property Damage	\$ _____	\$ _____
BI & PD Combined	\$ _____	\$ _____
Does policy provide blanket broad form contractual liability coverage? (check one)	Yes ____ No ____	
Does policy provide coverage for completed operations? (check one)	Yes ____ No ____	
Does policy have standard collapse and underground hazards exclusions removed? (check one)	Yes ____ No ____	
	Coverage Limits Each Occurrence	Coverage Limits <u>Aggregate</u>
<u>Automobile Liability:</u>		
Bodily Injury (per person)	\$ _____	
Bodily Injury (per accident)	\$ _____	
Property Damage	\$ _____	

TYPE OF INSURANCE

<u>General Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits <u>Aggregate</u>	Extra Premium cost (if any)
Bodily Injury, Personal Injury, Sickness, Disease or Death	\$1,000,000.00	\$3,000,000.00	\$ _____
Property Damage	\$1,000,000.00	\$3,000,000.00	\$ _____
BI & PD Combined		\$3,000,000.00	\$ _____
Policy must provide blanket broad form contractual liability coverage			\$ _____
Policy must provide coverage for completed operations	\$750,000.00	\$750,000.00	\$ _____
Policy must have standard collapse and underground hazards exclusions removed	\$500,000.00	\$500,000.00	\$ _____
	Coverage Limits Each Occurrence	Coverage Limits <u>Aggregate</u>	Extra Premium Cost (if any)
<u>Automobile Liability:</u>			
Bodily Injury (per person)	\$1,000,000.00		
Bodily Injury (per accident)	\$3,000,000.00		
Property Damage	\$1,000,000.00		

BI & PD Combined \$ _____

Does policy cover the following vehicles:

Owned? (check one) Yes ____ No ____
Non-Owned? (check one) Yes ____ No ____
Hired? (check one) Yes ____ No ____

Policy must cover the following:

Owned vehicles \$1,000,000.00 \$ _____
Non-Owned Vehicles \$1,000,000.00 \$ _____
Hired Vehicles \$1,000,000.00 \$ _____

BIDDER'S PRESENT INSURANCE COVERAGE

TYPE OF INSURANCE

<u>Excess Liability:</u>	Coverage Limits Each Occurrence	Coverage Limits Aggregate
Umbrella Form	\$ _____	\$ _____
Other than Umbrella Form	\$ _____	\$ _____

Does policy follow form
with primary general
liability coverage? (check
one) Yes ____ No ____

Is there a deductible?
(check one) Yes ____ No ____
If yes, how much? \$ _____

Is there a gap between
primary coverage and
excess liability coverage
(other than the deductible?
(Check one) Yes ____ No ____
If yes, how much? \$ _____

<u>Worker's Compensation</u>	<u>Coverage Limits</u>
Each Accident	\$ _____

INSURANCE REQUIREMENTS FOR THIS PROJECT

TYPE OF INSURANCE

<u>Excess Liability:</u>	Coverage Limits <u>Each Occurrence</u>	Coverage Limits <u>Aggregate</u>	Extra Premium cost (if any)
Following-form Umbrella Policy		\$1,000,000.00	\$ _____

<u>Worker's Compensation</u>	Coverage Limits <u>Each Occurrence</u>	
Must meet minimum requirements	Minimum Statutory Limits	\$ _____ —

Disease Policy Limit	\$ _____	Accident	\$100,000.00		
Disease – Each Employee	\$ _____	Disease	\$100,000.00	\$500,000.00	
	Coverage Limits	Coverage Limits	Coverage Limits	Coverage Limits	Extras Premium
<u>Property Hazard Insurance:</u>	<u>Each Occurrence</u>	<u>Aggregate</u>	<u>Property Hazard Insurance:</u>	<u>Each Occurrence</u>	Aggregate
Builder's Risk	Yes ____ No ____	Builder's Risk Policy	Must cover full amount of the contract price		Cost (if any)
Miscellaneous Requirements:	Coverage Limits	Coverage Limits	Coverage Limits	Coverage Limits	Extra Premium
	Each Occurrence	Aggregate	Each Occurrence:	Aggregate:	Cost (if any)
		<u>Companies Affording Coverage:</u> All insurance policies must be written by insurance carriers duly authorized to do business in the State of Florida having a A + VI rating or better by the most recent edition of the <u>Best's Key Rating Guide, Property-Casualty</u>			\$ _____
<u>Companies Affording Coverage</u> Ratings of Companies Affording Coverage (According to most recent edition of Best's Key Rating Guide, Property Casualty)		All general liability and automobile liability insurance policies must name the County and Consultant as an additional insured.			\$ _____
Company A:	_____	The County shall be provided 30 days prior notice in the event of cancellation, restrictive amendment, or non-renewal of Contractor's insurance coverages. Notice of 10 days if policy is cancelled for non-payment of premium.			\$ _____
Company B:	_____				
Company C:	_____	TOTAL ADDITIONAL ACTUAL PREMIUM COSTS			\$ _____
Company D:	_____				

ADDENDA RECEIPT

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.:	_____	DATED:	_____
ADDENDUM NO.:	_____	DATED:	_____
ADDENDUM NO.:	_____	DATED:	_____

(Firm or Corporation Making Bid)

(Signature of Authorized Person)

Address

Dated

The full names and residences of all persons interested in this bid as principals are as follows:

Bidders must fill out the above complete.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions in this section must be answered. The data provided must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he / she desires in response to each question.

The County Commission reserves the right to reject any bid proposal that is not supported by documented qualifications and recent, relevant, successful project experience from the bidder, bidder's principal, bidder's project manager, bidder's construction superintendent or other related factor listed within this section.

1. Name of Bidder: _____
2. Permanent office address: _____
3. Years at permanent office address: _____

4. What is the general character of work performed by your company: _____
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name?
6. Are you licensed to do business as a contractor in Levy County, Florida for this project?
☐ Yes ☐ No
7. Has your contractor's license been revoked at any time in the last five years?
☐ Yes ☐ No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in-default or terminated (in any way) by the project owner within the last five years?
☐ Yes ☐ No
9. At the time of submitting this form, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or perform as a subcontractor on any such public works contract?
☐ Yes ☐ No
10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No
11. In the past five years, have you ever failed to complete any work awarded to you?
☐ Yes ☐ No

12. In the past five years, have you ever been terminated by the Owner of a project?
- ☐ Yes ☐ No
13. In the last five years has your firm been assessed and paid liquidated damages prior to or after completion of the project under a construction contract with either a public or private owner?
- ☐ Yes ☐ No
14. In the last five years has your firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason?
- ☐ Yes ☐ No
15. In the past five years **has any claim against your firm** concerning your firm's work on construction project **been filed in court or arbitration?**
- ☐ Yes ☐ No
16. In the past five years **has your firm filed any claim** against a project owner or consultant concerning work on a project or payment for a contract **and filed that claim in court or arbitration?**
- ☐ Yes ☐ No
17. In the last five years, have you sued an Owner of a project?
- ☐ Yes ☐ No
18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project?
- ☐ Yes ☐ No
19. Identify and list all administrative, arbitration, or litigation actions, terminations, construction claims or the like (cumulatively referred to as "claims") related to issues arising from any construction contract performed within the past five (5) years for which the Bidder or its team members was a party. For each claim, identify the project, the parties to the claim, the court or jurisdiction (if applicable), the initiator of the claim and the final resolution, or if not resolved the status (attach additional sheets as needed).
- _____
- _____
- _____
- _____
- _____
20. Will your firm's workforce be performing work on this project equal to a monetary value of 25% of more of the Contract amount as awarded?
- Yes _____ No _____

21. Primary Bank Reference _____

22. Bonding Capacity: Provide documentation from your surety identifying the following:
Name of bonding company / surety: _____
Name of surety agent: _____
Address: _____
Phone: _____

23. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner?

☐ Yes ☐ No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this _____ day of _____, 20____.

(Contractor) By: _____

Title: _____

_____, being duly sworn deposes and says that he/she is
_____ of _____ and that the
answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary's Signature

Notary's Printed Name

NOTARY PUBLIC, STATE OF _____

My commission expires:

_____, 20 _____

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CONTRACT AGREEMENT
Levy County Board of County Commissioners

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

The OWNER: **Levy County Board of County Commissioners**
 PO BOX 310
 Bronson, Florida 32621

And the CONTRACTOR:

(Name) _____

(Address) _____

(City, State, Zip Code) _____

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **George T. Lewis Airport** generally described as follows;

HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Bid and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Total Contract Amount

(Amount in Written Words)

\$

(Amount in Numerals)

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 90 ninety calendar days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$500.00** per calendar day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this agreement, the CONTRACTOR certifies that neither 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 agreement 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.

- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on

the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

Contractor shall indemnify and hold harmless County and all of County's elected officials, officers, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs to the extent caused by the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Contractor recognizes this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to hold harmless and indemnify County as set forth in this provision.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Fla. Statute.

Article 10 – Section 119.0701 Florida Statutes

Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Contractor shall

- i Keep and maintain public records required by County to perform the service;
- ii Upon request by County's custodian of public records, provide 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;
- iii 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 term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and
- iv Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of the services, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the

services, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the County Manager of County, or his/her designee.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218

E-MAIL: levybocc@levycounty.org

MAILING ADDRESS: P.O. 310, BRONSON, FL 32621

Article 11 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 12 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

*Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095*

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Levy County Board of Commissioners

Address: PO BOX 310
Bronson, FL 32621

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: _____

Address: _____

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

PERFORMANCE BOND**Bond Number**PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)***OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **Levy County Board of County Commissioners, PO BOX 310, Bronson, Fl. 32621**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE**

Project Location: **George T. Lewis Airport, Cedar Key, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Bond Number

PAYMENT BOND

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **Levy County Board of County Commissioners, PO BOX 310, Bronson, Fl. 32621**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE**

Project Location: **George T. Lewis Airport, Cedar Key, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions,

modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Levy County Board of County Commissioners
PO BOX 310
Bronson, Florida 32621

NOTICE OF AWARD

STATE OF FLORIDA
COUNTY OF LEVY

THIS CONTRACT AWARD made this _____

by the **Levy County, Florida**, hereinafter called the OWNER,
to _____, hereinafter called the CONTRACTOR, is
for the completion of a certain project described as:

HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE

for the use and benefit of the Owner as shown on the plans and described in the specifications as prepared
by:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Commencement of work under this contract shall begin not less than five (5) nor more than ten
(10) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be
fully completed on or before **(90)** ninety calendar days after that specified date unless otherwise
subsequently agreed.

OWNER: Levy County, Florida

By: _____
Printed Name/Title

Signature

Acknowledgement of Receipt of Contract Award by Contractor, _____

Printed Name/Title

Signature

Date _____

NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT: _____

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__, with the exception of the following work items:

N/A

Work must commence not less than five (5) days nor more than ten (10) days after your receipt of this Notice to Proceed as evidenced by the date of receipt shown on the certified mail return receipt, and you are to complete the WORK, with the exception of the above listed items, within **(90)** ninety calendar days from the project start date established as set forth herein above.

Levy County, Florida

BY: _____
County Manager

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by:

this _____ day of _____,

20_____, _____

By: _____
(Signature)

(Printed Name)

(Title)

FINAL RELEASE OF LIEN

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars (\$_____), paid by the **Levy County, Florida** hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for Bid Schedule(s) _____, does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____, 20____, known as _____ except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and materials suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

WITNESS:

CONTRACTOR

By: _____

STATE OF _____

Title: _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires:

Agreement for Delivery and Use of Electronic Documents

In connection with the George T. Lewis Airport (hereinafter "Project"), for which **Passero Associates** has been retained to provide services, (hereinafter "**Recipient** ") has requested that **Passero Associates**, provide **Recipient** with certain "Instruments of Services" prepared by **Passero Associates** and its sub-consultants in electronic machine readable format. These documents in such format shall hereinafter be referred to as the "Electronic Documents".

In consideration of **Passero Associates'** agreement to deliver Electronic Documents, the **Recipient** agrees as follows:

1. **Passero Associates** retains ownership of the Electronic Documents. Use of the files is permitted only with the express authorization of **Passero Associates**. It is understood and agreed that all drawings, specifications, or documents of any kind prepared by **Passero Associates** or its sub-consultants, whether in hard copy or any electronic or machine-readable format, shall remain instruments of their services, **Passero Associates** and its sub-consultants retain in common law, statutory and other reserved rights, including the copyright. This agreement shall not in any other way alter the respective interests of the parties in the Instruments of Services as set forth on any agreement for services between **Recipient** and **Passero Associates**, notwithstanding **Passero Associates** agreement to release the Electronic Documents to **Recipient**.
2. The Electronic Documents are provided to the **Recipient** for information purposes only. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications which are, and remain, the Contract Documents for the Project or the paper copies of any other document prepared by **Passero Associates**, or its sub-consultants. If there is any discrepancy between the Electronic Documents and the sealed paper copies, the sealed paper copies will prevail.
3. The parties agree that the Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the **Recipient** that there are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either expressed or implied.
4. **Recipient** agrees not to add to, modify or alter, in any way, or to allow others to add to, modify or alter, in any way, the Electronic Documents.
5. Where the **Recipient** has received specific permission from **Passero Associates**, or an authorized agent of the Project's Owner, to use the Electronic Documents in connection with **Recipient**'s obligation to prepare certain document for the Project, **Recipient** shall, in addition to other obligations set forth herein, remove from the copy of Electronic Documents, **Passero Associates** and/or **Passero Associates** sub-consultants' title block and/or any other reference information on the documents that could extend liability of the **Recipient**'s work to **Passero Associates** and/or its sub-consultants.
6. **Recipient** further agrees that the Electronic Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied for the limited purpose stated above only. **Recipient** agrees not to use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated above, without the express written permission of **Passero Associates**.

7. **Recipient** agrees to waive any and all claims and liability against **Passero Associates**, and its sub-consultants resulting in any way from any failure by **Recipient** to comply with the requirements of this Agreement for the Delivery of Documents on Electronic Fund.
8. **Recipient** further agrees to indemnify and hold harmless **Passero Associates**, and its sub-consultants and each of their partners, officers, shareholders, directors, and employees from any and all claims, judgments, suits, liabilities, damages, cost, or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1.) **Recipient** s failure to comply with any of the requirements of this *Agreement for Delivery and Use of Electronic Documents*; or 2.) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgements, suit, liability, damage, cost or expense.

By receipt of this document you are hereby bound to the conditions herein.

Recipient: _____

Date: _____

Signature: _____

Title: _____

Company: _____

Fees/Permitting Requirements Checklist for Contractors							
	Forms/Permits	Estimated Costs of Fees	N/A	Completed		Checked	
				By	Date	By	Date
1	NEPA Environmental/Determination						
2	FAA Requirements						
	Certification for commissioning of equipment						
	as built						
3	FDOT Requirements						
	as-builts						
	asphalt core testing's						
4	Water Management District Requirements						
	Commencement Form						
	As-builts						
5	FDEP Requirements (Water & Sewer)						
	TV tests for Utilities						
	Bacteriological test for new water mains						
	Pressure tests for new water						
	Pressure tests for new sanitary force mains						
	as-builts						
6	City Requirements (impact fees, construction fees, etc.)						
7	County Requirements (impact fees, construction fees, etc.)						
8	Regional Requirements (impact fees, construction fees, etc.)						
9	Utility Requirements (water, sewer, electric impact fees, etc.)						
10	NPDES Requirements						
	NOI						
	NOT						
	Storm Pollution Prevention Plan Construction						
	Inspection Reports; Reports are generated on a weekly basis and after each storm event greater than 0.5" of rainfall						
11	Railroad Right of Way						
12	ACOE/WMD - Wetlands permit (clearing house)						
	Commencement						
	Termination						

FAA ADVISORY CIRCULAR

FAA ADVISORY CIRCULAR 150/5370-10H, OPERATIONAL SAFETY ON
AIRPORT DURING CONSTRUCTION, located here and incorporated by reference:

https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-10H.pdf

Part 1 – General Contract Provisions

Section 10 Definition of Terms

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

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-

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

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

Paragraph Number	Term	Definition
		<p>words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Levy County Board of Commissioners .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

Paragraph Number	Term	Definition
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.

Paragraph Number	Term	Definition
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

Paragraph Number	Term	Definition
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None.

END OF SECTION 10

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Please refer to the Instructions to Bidders provided in this document. Where there is an apparent conflict between Section 20 and the Instruction to Bidders, the Instruction to Bidders will govern.

20-01 Advertisement (Notice to Bidders). Please refer to the Notice to Bidders provided earlier in this document.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A pre-bid conference is scheduled on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. Please refer to the Notice to Bidders provided earlier in this document for the time, date, and place of the meeting.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Please refer to the Notice to Bidders.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 10 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **30** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- b.** Remove such material from the site, upon written approval of the RPR; or
- c.** Use such material for the Contractor's own temporary construction on site; or,
- d.** Use such material as intended by the terms of the contract.

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

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

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

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

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

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

END OF SECTION 40

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

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

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

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

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

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

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

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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

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

50-04 List of Special Provisions. None

50-05 Cooperation of Contractor. The Contractor shall be supplied with two hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

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

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

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

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

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

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

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

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

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in

established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

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

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

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

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

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

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

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

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

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

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

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or

removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

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

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

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

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

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

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

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

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

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

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

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

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

END OF SECTION 50

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

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work.

Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

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

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

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

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

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

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

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP). All test data from the Contractor be furnished in electronic format, unless previously approved by Engineer to do otherwise.

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

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

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

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

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

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

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

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

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

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

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

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

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

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

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The

Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

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

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

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

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

END OF SECTION 60

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

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

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

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

- Owner: Levy County Board of Commissioners
- Location: 13400 SW Airport Road, Cedar Key, FL 32625
- Person to Contact: Mary-Ellen Harper, County Manager
Harper.Mary-Ellen@levycounty.org (352) 486-5218

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

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

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

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

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

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

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

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet G-0005 of the project plans.

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

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

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

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

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the

Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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

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

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

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

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

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

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

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

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

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any

public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

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

- Owner: Levy County Board of Commissioners
- Location: 13400 SW Airport Road, Cedar Key, FL 32625
- Person to Contact: Mary-Ellen Harper, County Manager
- Harper.Mary-Ellen@levycounty.org (352) 486-5218

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

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

70-21 Insurance Requirements. Refer to the Instruction to Bidders for information regarding insurance requirements.

END OF SECTION 70

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

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

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

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

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

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

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

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

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

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

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

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least [48 hours] prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

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

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

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

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

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

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

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

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

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract

requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

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

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

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

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

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

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

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	\$500/calendar day	90 calendar days

The maximum construction time allowed for Base Bid will be the sum of the time allowed for individual schedules but not more than **90** days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

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

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

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

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

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

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

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

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

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

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

END OF SECTION 80

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

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

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

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

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

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

Measurement and Payment Terms

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

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

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

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

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

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

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

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

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

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

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

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

a. From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

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

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

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

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

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

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

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such

a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

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

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

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

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

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

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

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

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or

supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

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

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

90-10 Construction warranty.

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

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

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

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

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

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

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

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

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

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

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ITEM C-103: PROJECT SURVEY, STAKEOUT, AND RECORD DRAWINGS

DESCRIPTION

103-1.1 Under this item, the Contractor shall do all necessary surveying required to construct all elements of the Project as shown on the Plans and specified in the Proposal and Specifications. This shall include but not be limited to stakeout, layout and elevations for pavements, structures, forms and appurtenances as shown and required, consistent with the current practices and shall be performed by competently qualified personnel acceptable to the Engineer. The stakeout survey shall proceed immediately following the award of the Contract and shall be expeditiously progressed to completion in a manner and at a rate satisfactory to the Engineer. The Contractor shall keep the Engineer fully informed as to the progress of the stakeout survey. All survey work shall be provided under the direction of a licensed land surveyor.

MATERIALS

103-2.1 All instruments, equipment, stakes, and any other material necessary to perform the work satisfactorily shall be provided by the Contractor.

All stakes used shall be of a type approved by the Engineer. It shall always be the Contractor's responsibility to maintain these stakes in their proper location and position.

Record drawing deliverables shall meet the requirements of the Sections 100-4.1 and 100-4.2 as applicable to the project.

CONSTRUCTION DETAILS

103-3.1 The Contractor shall trim trees, brush, and other interfering objects, not consistent with the Plans, from survey lines in advance of all survey work to permit accurate and unimpeded work by his stakeout survey crews and cross-section and topographic survey crews.

The exact position of all work shall be established from control points, baseline transit points or other points of similar nature which are shown on the Plans and/or modified by the Engineer. Any error, apparent discrepancy, or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the Engineer for interpretation.

Permanent survey marker locations shall be established and referenced by the Contractor.

The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged or destroyed points, benchmarks or stakes, or any reference points made inaccessible by the progress of the construction, shall be replaced or transferred by the Contractor. Any of the above points which may be destroyed or damaged shall be transferred by the Contractor before construction begins. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and

the information furnished to the Engineer immediately. All computations necessary to establish the exact position of the work from control points shall be made and preserved by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly made. Such computations, survey notes and other records shall be made available to the Engineer upon request and delivered to the Engineer not later than the date of acceptance of the Contract, to become the property of the Owner.

The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor. Any necessary correction to the work shall be made immediately by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

Prior to the final cross-section and topo survey of the Project by the Contractor, the Contractor shall re-establish centerline or baseline points and stationing as required by the Engineer.

During the progress of the construction work, the Contractor will be required to furnish all of the surveying and stakeout incidental to the proper location by line and grade for each phase of the work. For paving and any other operation requiring extreme accuracy, the Contractor will re-stake with pins or other acceptable hubs located directly adjacent to the work at a spacing directed by the Engineer.

Any existing stakes, iron pins, survey monuments or other markers defining property lines which may be disturbed during construction shall be properly tied into fixed reference points before construction begins and accurately reset in their proper position upon completion of the work.

The Contractor shall set nails or pins flush with finished grade on the centerline of the runway pavement at each runway threshold. The set points shall be located, elevated and referenced to the project coordinate system. The as-built runway threshold elevation and coordinates shall be given to the Engineer.

Just prior to completion of the Contract, the Contractor shall reestablish if necessary, and retie all control points as permanently as possible, to the satisfaction of the Engineer.

AS-BUILT DRAWINGS

103-4.1. REDLINE DRAWINGS. The Contractor shall be provided one (1) set of full-size construction drawings by the Engineer for the sole purpose of recording as-built conditions. The Contractor shall mark each sheet of the non-reproducible drawings in red pencil and record thereon in a legible manner, (heretofore known as redline drawings) any and all field changes and conditions as they occur. A complete file of approved field sketches, diagrams, and other approved changes/modifications shall be maintained and attached to the redline drawings.

A Redline set of As-Built drawings shall be kept current during the progress of the work. All deviations from the proposed drawings shall be noted. Special attention shall be given to note any shift in the location of underground items (utilities, pipes, etc) to facilitate accurately locating underground items on the final As-Built drawings.

Redline drawings shall be reviewed by the Engineer for accuracy as often as deemed necessary by the Engineer. Errors or omissions that are identified shall be promptly corrected. The Engineer may withhold the monthly progress payment request until such time as the redline drawings have been updated by the Contractor. At the completion of the work, each sheet of the redline drawings, plus all approved field sketches and diagrams shall be certified by the Contractor as reflecting the as-built conditions of the work. The Contractor shall thereafter submit to the Engineer the original redline drawings, referenced above, for approval prior to release of any retainage and establishing the value of the work.

103-4.2. FINAL AS-BUILT AND ELECTRONIC DRAWINGS. Horizontal datum shall be State Plane Coordinates derived from North American Datum of 1983 (NAD 83). Vertical Datum shall be North American Vertical Datum of 1988 (NAVD 1988). The location and elevation all benchmarks used shall be shown on the As-Built drawings.

The As-Built drawings shall accurately reflect and shall encompass all alterations that occurred during the progress of the work. The term As-Built Condition, referenced in this specification, shall be defined as the result of construction alterations. All proposed lines and proposed features on the design drawings that do not accurately reflect the As-Built condition shall not be shown on the As-Built drawings. Such proposed lines and features shall be erased and redrawn or otherwise modified on the As-Built drawings to accurately reflect the As-Built Condition. All proposed notes on the design drawings that do not reflect the As-Built Condition shall not be shown on the As-Built drawings. Such notes shall be erased and replaced, struck-through and corrected, or otherwise modified to accurately reflect the As-Built Condition. Design elevations that deviate from As-Built elevations shall be struck-through, and the As-Built elevation shall be noted adjacent to the struck-through design elevation.

The Contractor shall provide original and finished grade, As-Built topographic survey of all areas altered during construction. Unless otherwise noted, As-Built elevations shall be measured at 50 feet intervals (50 feet grid), at changes in surface slope, and at limits of construction alteration (grading, clearing or otherwise). This spacing requirement applies to paved and unpaved surfaces that do not have specific topographic measurement spacing requirements defined elsewhere. A topographic digital terrain model (DTM) that can be utilized in .dwg, CAD format, version 2004 or later shall be provided for all areas altered during construction. DTM shall mean the AutoCAD surface generated from surface data points (location and elevation) connected by TIN (triangulated irregular network) lines.

Ditches: As-Built elevations shall be measured along the centerline, at toes of slopes, and at tops of bank. These measurements shall be taken at 50 feet intervals and at the beginning and end points of the ditch alteration.

Storm Drains, Structures, and Retention/Detention Ponds: All piping, wyes, tees, manholes, inlets, cleanouts and points of connection to the existing system shall be located and shown on the As-Built Drawings. Runs of storm sewers shall be identified (i.e. 300' of 15" RCP at S=.004). Elevations shall be given for top of rim/grate of all manhole covers and inlets. Elevations shall be given for all

manhole, inlet, and catch basin inverts. Elevations shall be given for underdrain inverts at the location of cleanouts. Elevations shall be given for control structure weirs, orifices, and outfall elevations. Elevations shall be given for inverts of all outfall pipes. Elevations shall be given for the bottom of pond and top of bank for Retention/Detention ponds. Elevations may be required for any other pertinent design data not listed here.

A review-set of Final As-Built drawings shall be submitted to the Engineer (electronic PDF or CAD files is acceptable) and if requested modifications shall be made. When modifications are required, the Contractor shall make the requested modifications and submit a revised review-set. Written approval from the Engineer shall be given prior to submitting the Final As-Built drawings described in the below paragraph.

The Final As-Built drawings shall be prepared, signed, and sealed by a licensed Professional Surveyor. These drawings shall describe all alterations that occurred during the construction project. The Contractor shall provide one (1) set of Redline As-Built drawings, five (5) sets of signed and sealed Final As-Built drawings, and one (1) electronic copy of the As-Built drawings in CAD (version 20018 or later) including a DTM of all topographic information. Final payment for this project will not be made until the As-Built drawings have been reviewed and accepted by the engineer. Cost of producing the As-built drawings shall be considered incidental to the contract unless a specific pay item is provided.

METHOD OF MEASUREMENT

103-7.1 This is a Lump Sum Item and thus there is no measurement for payment. The Item shall be completed per the requirements of this specification.

BASIS OF PAYMENT

103-8.1 The lump sum price bid shall include the cost of furnishing all labor, equipment, instruments, and all other material necessary to satisfactorily complete all requirements of this specification. Partial payments may be made at the discretion of the Engineer as the work progresses.

Payment will be made under:

Item C-103-8.1 - Project Survey, Stakeout, and Record Drawings – Per Lump Sum

END ITEM C-103

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner. Links to the posters are available at: <https://www.faa.gov/airports/engineering/>

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for “Mobilization” partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization – per Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)
WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item F-162 Chain-Link Fence

DESCRIPTION

162-1.1 This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by the RPR.

MATERIALS

162-2.1 Fabric. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM A392, Class 2.

162-2.2 Barbed wire. Barbed wire shall be 2-strand 12-1/2 gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3, Chain Link Fence Grade.

162-2.3 Posts, rails, and braces. Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

The following are acceptable minimum dimensions (in accordance with Federal Specification RR-F-191/3D Table I through VI) for posts, rails and braces:

<u>Description:</u>	<u>Steel Pipe Dimension</u>
Top Rails and Braces	1 5/8" O.D.
Line Posts	2 1/2" O.D.
Terminal, Corner and Intermediate Posts	3" O.D.
Gate Posts (Gates with a span of < 15')	8" O.D.
Bollards	6" O.D.

162-2.4 Gates. Gate frames shall consist of galvanized steel pipe and shall conform to the specifications for the same material under Paragraph 162-2.3. The fabric shall be of the same type material as used in the fence.

162-2.5 Wire ties and tension wires. Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

All material shall conform to Federal Specification RR-F-191/4.

162-2.6 Miscellaneous fittings and hardware. Miscellaneous steel fittings and hardware for use with galvanized steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load

of 250 pounds (113 kg) applied vertically to the outermost end of the arm. Truss Rods shall be galvanized 3/8" and stretcher bars shall be galvanized 1/4" x 3/4".

162-2.7 Concrete. Concrete shall have a minimum 28-day compressive strength of 3000 psi (2670 kPa). High Early Strength concrete of a commercial grade structural concrete with a minimum 28 day compressive strength of 5000 psi may also be used.

162-2.8 Marking. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

162-2.9 Signs and Sign Posts. Signs shall be of the dimensions and with the text as shown on the Plans. Signs shall be aluminum, Type A, retro-reflective, in conformance with Section 828 of the Mass Highway Standard Specifications for Highways and Bridges. Signs shall be .080" thick and shall have reflective sheeting in compliance with AASHTO-M268.

Fasteners for all signs shall be stainless steel. All signs shall be mounted to fence fabric.

162-2.9 Swing Gate. Gate shall be furnished and installed complete with all required latches, stops, keepers and hinges. When gate is in the closed position, it shall be impossible for the gate to be opened except by mechanical operations provided. Tension bars shall be galvanized steel in accordance with ASTM F 626. Tie wires shall be nine (9) gauge aluminized or galvanized steel. The entire frame and gate assembly shall be hot-dip galvanized after welding. Gate hinges shall have a thrust capacity of 600 lbs per pair. The gate shall be constructed to receive a mechanical latch and lock. The gate shall be the width indicated on the Plans, shall be the same height as the highest adjacent fence or gate section, and shall use the same fabric type as the adjacent fence, or gate section, unless otherwise indicated on the Plans.

162-2.10 Padlocks And Chains. One (1) keyed padlock and chain shall be provided for each swing gate. Locks shall be for outdoor commercial application and protected against the weather with a plastic cover. Locks shall have dual locking steel shackles. The lock width and the shackle vertical clearance shall be not less than two inches (2"). Each lock shall have a thirty-six inch (36") long flat-link, zinc-plated chain, trade size 4/0, to secure the lock to the gate when it is unlocked to prevent loss of the lock. The locks shall be high security with a removable cylinder.

All padlocks furnished as part of this project shall be keyed alike.

162-2.11 Shop Drawings and Certifications. The Contractor shall submit manufacturer's Shop Drawings and Certification of Compliance on the following: all fence components, fabric, posts, rails, wire ties, gates, signs, and padlocks. A Certification of Compliance shall be submitted on the concrete.

CONSTRUCTION METHODS

162-3.1 General. The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The Contractor shall layout the fence line based on the plans and coordinate with the RPR prior to the start of fence installation. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m).

The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

162-3.2 Clearing fence line. Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the RPR, the existing fences which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.3 Installing posts. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50 mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300 mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.

In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

162-3.4 Installing top rails. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

162-3.5 Installing braces. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

162-3.6 Installing fabric. The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one inch (25 mm) or more than 3 inches (75 mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

162-3.7 Electrical grounds. Electrical grounds shall be constructed at 500 feet (150 m) intervals. The ground shall be accomplished with a copper clad rod 8 feet (2.4 m) long and a minimum of 5/8 inches (16 mm) in diameter driven vertically until the top is 6 inches (150 mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction. The Contractor shall comply with FAA-STD-019, Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment, Paragraph 4.2.3.8, Lightning Protection for Fences and Gates, when fencing is adjacent to FAA facilities.

162-3.7 Electrical Grounds. Electrical grounds shall be constructed at five hundred foot (500') intervals. The ground shall be accomplished with a copper clad rod eight feet (8') long and a minimum of 5/8 inch in diameter driven vertically until the top is six inches (6') below the ground surface. A no. six (6) solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

162-3.8 Installing Gates. Gates shall be installed to swing or slide in the direction indicated on the Plans or as directed by the Engineer. All hardware shall be thoroughly secured, properly adjusted and left in perfect working order. Hinges and diagonal bracing in gates shall be adjusted so that the gates will hang level. The Contractor shall install gate supports to support both sides of the gates in their open position. Fabric shall be attached to the gate frame with stretcher bar bands and stretcher bars on all sides and to the mid-point braces by tie wires. The locking device shall be as shown on the Plans and as herein specified. The locking device shall be installed as recommended by the manufacturer and to the satisfaction of the Engineer.

162-3.9 Installing Signs. "No Trespassing" signs on fence sections shall be attached securely to the fence fabric using tamper-resistant bolts or metallic clips at a height of five feet (5') to the center of the sign. One (1) sign shall be attached to exterior of each new gate or as directed on the Plans. A sign shall be attached five feet (5') from the beginning and five feet (5') from the end of each continuous run of fence. Additional signs shall be attached to each continuous run of fence such that the signs are no more than 500 feet apart measured along the fence line.

Gate Number Signs shall be furnished and installed on all new gates. The gate numbering system shall be as directed by the Engineer. The signs shall be attached securely to the gate fabric using tamper-resistant bolts or metallic clips at a height of five feet (5') to the center of the sign. One (1) sign shall be attached to the Aviation side of each gate and one (1) shall be attached to the non-aviation side. On gates with multiple leaves, the signs shall be placed on the left leaf as seen from the non-aviation side of the fence.

162-3.10 Cleaning up. The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

METHOD OF MEASUREMENT

162-4.1 Chain-link fence will be measured for payment by the linear foot (meter). Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

162-4.2 Gates will be measured as complete units.

BASIS OF PAYMENT

162-5.1 Payment for chain-link fence will be made at the contract unit price per linear foot (meter).

162-5.2 Payment for vehicle or pedestrian gates will be made at the contract unit price for each gate.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item F-162-5.1	Remove and Dispose of Existing Fence (Including All Gates, Signs and Appurtenances) – Lump Sum
Item F-162-5.2	Vinyl Coated Chain-Link Fence - per linear foot
Item F-162-5.3	New 20-Foot Wide, Manual Cantilever Slide Gate - per each
Item F-162-5.4	New 4-Foot-Wide Single Swing Gate - per each
Item F-162-5.5	New Signs – Lump Sum

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A824	Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

Federal Specifications (FED SPEC)

FED SPEC RR-F-191/3 Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)

FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

FAA Standard

FAA-STD-019 Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment

FAA Orders

5300.38 AIP Handbook

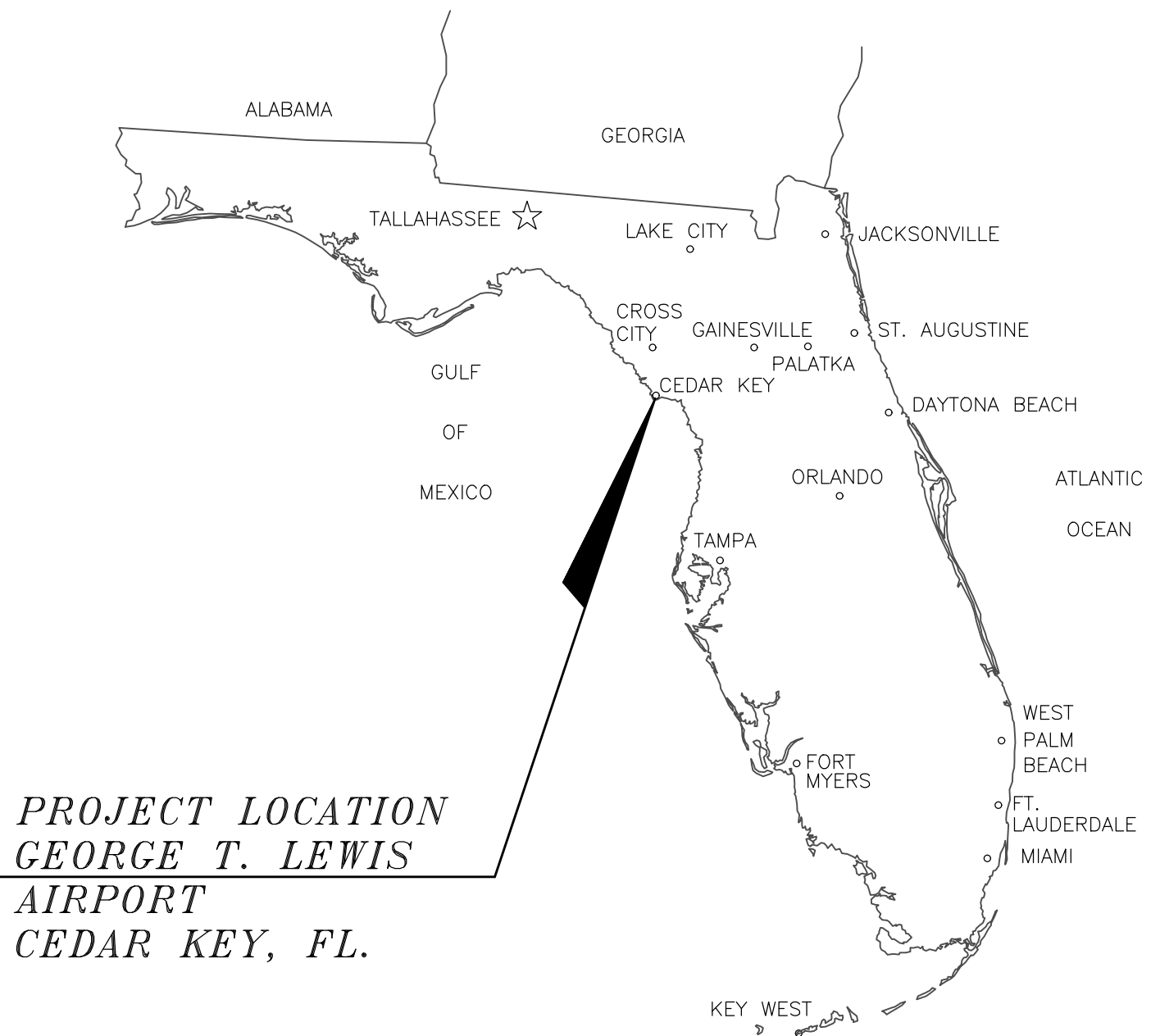
END OF ITEM F-162

CONTRACT DRAWINGS FOR:

George T. Lewis Airport

Cedar Key, FL. 32625

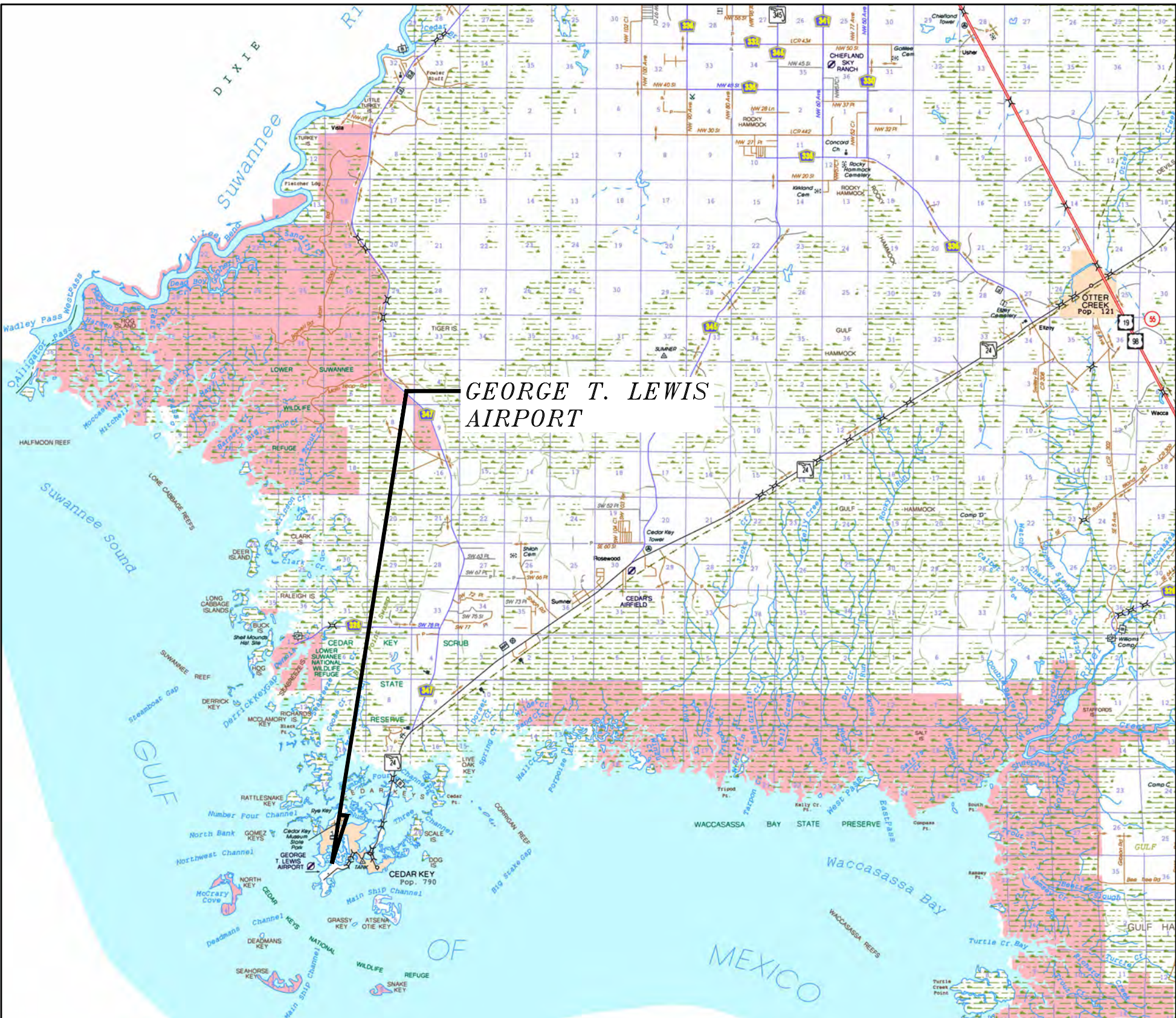
Levy County, Florida



VICINITY MAP
NOT TO SCALE

HURRICANE IDALIA DAMAGE REPAIRS: AIRFIELD ELECTRICAL

DECEMBER 2024



LOCATION MAP
NOT TO SCALE

PASSERO ASSOCIATES
PROJECT NUMBER 20121626.0011

PASSERO
engineering architecture

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St. Augustine, FL 32092
Certificate of Authorization # 3428

BID SET

Drawing name: Y:\Projects-New\2012\20121626 SE CDK\20121626.0011 -- Hurricane Damage\01_CAD-BIM-Models\Airport\FENCE PLANS\02 Index of SheetS.dwg Index of sheets Dec 04, 2024 3:22pm by: bbrodley

BID QUANTITIES				
BASE BID - INSTALL NEW 4' CHAIN LINK FENCE				
PAY ITEM NO.	DESCRIPTION	QUANTITY / UNIT		FINAL QTY.
C-103-8.1	PROJECT SURVEY, STAKEOUT, AND RECORD DRAWINGS	1	LS	
C-105-6.1	MOBILIZATION	1	LS	
F-162-5.1	REMOVE AND DISPOSE OF EXISTING FENCE (INCLUDING ALL GATES, SIGNS AND APPURTENANCES)	1	LS	
F-162-5.2	VINYL COATED CHAIN LINK FENCE, 4 FEET, COMPLETE	5,300	LF	
F-162-5.3	NEW 20-FOOT WIDE, MANUAL CANTILEVER SLIDE GATE	4	EA	
F-162-5.4	NEW 4-FOOT WIDE SINGLE SWING GATE	1	EA	
F-162-5.5	NEW SIGNS	1	LS	

INDEX OF SHEETS	
DRAWING NO.	DRAWING TITLE
G-001	COVER SHEET
G-002	INDEX OF SHEETS AND BID QUANTITIES
G-003	SAFETY & SECURITY AND GENERAL NOTES
G-004	GENERAL & SURVEY CONTROL PLAN
G-005	CONSTRUCTION SAFETY PHASING PLAN
C-100	DEMOLITION PLAN
C-200 - 201	SITE PLAN
C-300 - 301	DETAILS

BID SET

Stamp:

Client:
LEVY COUNTY FLORIDA
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Certificate of Authorization # 3428
Principal-in-Charge Brad J. Wente, P.E.
Project Manager Leona Lewis, P.E.
Designed by BCB/LMO

Revisions				
No.	Date	By	Description	

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INDEX OF SHEETS
AND BID QUANTITIES

HURRICANE DAMAGE
REPAIRS: INSTALL NEW
FENCE

George T. Lewis Airport

Town/City: Cedar Key
County: Levy State: Florida

Project No.
20121626.0011

Drawing No.
G-002

Date
DECEMBER 2024

Drawing name: Y:\Projects-New\2012\20121626 SE CDK-BIM-Model\Airport\FENCE PLANS\03 Notes.dwg NOTES Dec 04, 2024 3:22pm by: bbrodley

CONTRACTOR'S SAFETY REQUIREMENTS

- SAFETY NOTES:
1. JOB SITE SAFETY IS THE EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR.

2. AIRPORT OPERATIONS - THE CONTRACTOR SHALL ACQUAINT ALL SUPERVISORS AND EMPLOYEES WITH THE AIRPORT ACTIVITIES AND OPERATIONS THAT ARE INHERENT AT THE AIRPORT AND SHALL CONDUCT ALL CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND GUIDELINES ON SAFETY.

3. VEHICLE IDENTIFICATION - ALL CONTRACTOR CONSTRUCTION EQUIPMENT AUTHORIZED TO OPERATE ON THE AIRPORT SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A FLASHING/ROTATING AMBER (YELLOW) DOME-TYPE LIGHT MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.

4. NO OPEN DITCHES, EQUIPMENT, MATERIALS OR MATERIAL STOCKPILES WILL BE PERMITTED WITHIN THE RUNWAY OBJECT FREE AREA (ROFA), WHEN RUNWAY IS OPEN.

5. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIALS LOCATED IN THE AIRPORT OPERATIONS AREA SHALL BE PROMINENTLY MARKED WITH FLAGS AND LIGHTED BY APPROVED LIGHT UNITS DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.

6. OPEN FLAME, WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS HAVE BEEN TAKEN AND THE PROCEDURE APPROVED BY FIRE INSPECTOR, AIRPORT MANAGER AND THE ENGINEER. NO DEBRIS BURNING IS ALLOWED.

7. INSPECTION BY OPERATIONS - PRIOR TO OPENING FOR AIRCRAFT USE, THE CONTRACTOR SHALL ARRANGE FOR INSPECTION BY THE ENGINEER AND AIRPORT MANAGER ANY RUNWAY, TAXIWAY OR APRON THAT HAS BEEN CLOSED FOR WORK, OR THAT HAS BEEN USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR.

8. SAFETY GUIDELINES:
150/5370 "OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION"

150/5210 "PAINTING, MARKING AND LIGHTING OF VEHICLES USED ON AIRPORT"

9. AT THE END OF THE WORK DAY, CONTRACTOR SHALL REMOVE ALL EQUIPMENT FROM WORK AREA BACK TO THE CONTRACTOR STAGING AREA OR TO SUCH OTHER LOCATIONS AS APPROVED BY THE OWNER.

10. THE CONTRACTOR SHALL NOT IMPEDE ON SAFETY AREAS WITHOUT A CLOSURE OF THE RUNWAY/TAXIWAY BY MEANS OF A NOTICE TO AIRMEN (NOTAM).

11. THE CONTRACTOR SHALL NOT PLACE EQUIPMENT, MATERIAL, OR STOCKPILES IN THE RUNWAY OBJECT FREE AREA.

CEDAR KEY AIRPORT (CDK) - RUNWAY 5/23 ADG A/B-I
-RUNWAY SAFETY AREA (RSA) 120 FEET FROM CENTERLINE OF RUNWAY
-RUNWAY OBJECT FREE AREA (ROFA) 200 FEET FROM CENTERLINE OF RUNWAY
-LENGTH BEYOND RUNWAY END 240 FEET FROM THE RUNWAY END

12. THROUGHOUT THE DURATION OF CONSTRUCTION, THE CONTRACTOR MUST:
A. BE AWARE OF AND UNDERSTAND THE SAFETY PROBLEMS AND HAZARDS DESCRIBED IN THE LATEST VERSION OF ADVISORY CIRCULAR 150/5370: *OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION*.

B. CONDUCT ACTIVITIES SO AS TO NOT VIOLATE ANY SAFETY STANDARDS CONTAINED IN THE LATEST VERSION OF ADVISORY CIRCULAR 150/5370 OR ANY OF THE REFERENCES THEREIN.

C. INSPECT ALL CONSTRUCTION AND STORAGE AREAS AS OFTEN AS NECESSARY TO BE AWARE OF CONDITIONS.

D. PROMPTLY TAKE ALL ACTIONS NECESSARY TO PREVENT OR REMEDY ANY UNSAFE OR POTENTIALLY UNSAFE CONDITIONS AS SOON AS THEY ARE DISCOVERED.

E. THE CONTRACTOR SHALL ADHERE TO REQUIREMENTS, PROVISIONS, AND PROCEDURES OUTLINED IN THE CONSTRUCTION SAFETY PLAN.

SUNSHINE STATE ONE CALL OF FLORIDA:

AT LEAST 48 HOURS BEFORE YOU DIG, EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS, CALL **811** WHEN CALLING FROM FLORIDA AND **1-800-432-4770** WHEN CALLING FROM OUTSIDE FLORIDA. A REPRESENTATIVE WILL COME TO YOUR PROPERTY TO LOCATE AND MARK PUBLIC UTILITIES. THERE IS NO CHARGE FOR THIS SERVICE.

CONTRACTOR'S SAFETY REQUIREMENTS

- SAFETY NOTES (CONTINUED):
14. THE CONTRACTOR SHALL PERFORM A DAILY INSPECTION FOR SAFETY ON THE PROJECT SITE.

15. THE CONTRACTOR IS PROHIBITED FROM USING TALL EQUIPMENT (CRANES, CONCRETE PUMPS, AND SO ON) UNLESS A FAA 7460-1 FORM DETERMINATION LETTER IS ISSUED AND FAA APPROVAL IS GIVEN FOR SUCH EQUIPMENT.

16. IN THE EVENT OF AN EMERGENCY, THE CONTRACTOR SHALL NOTIFY AN AIRPORT REPRESENTATIVE, AND THE ENGINEER AFTER CALLING 911.

17. ALL OPEN TRENCHES, EXCAVATIONS, AND STOCKPILED MATERIALS ON AIRPORT PROPERTY SHALL BE PROMINENTLY MARKED TO IDENTIFY THESE AREAS DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS.

18. AN AIRPORT REPRESENTATIVE MAY ORDER THE CONTRACTOR TO SUSPEND OPERATIONS, MOVE PERSONNEL, EQUIPMENT, AND MATERIALS TO A SAFE LOCATION, BARRICADE OPEN TRENCHES, AND STAND BY UNTIL AIRCRAFT USE IS COMPLETED.

20. THE CONTRACTOR SHALL MAINTAIN EMERGENCY ACCESS AT ALL TIMES.

21. THE CONTRACTOR SHALL MAINTAIN A CHARGED AIRFIELD RADIO WITHIN HEARING RANGE TO MONITOR AIRPORT TRAFFIC DURING CONSTRUCTION.

22. AN ACTIVE NOTAM STATING THAT PILOTS SHOULD "WATCH FOR PERSONEL AND EQUIPMENT IN THE AREA," MUST BE IN PLACE BEFORE ANY CONSTRUCTION ACTIVITY CAN BEGIN. IN ORDER TO ISSUE THE NOTAM, A MINIMUM OF 72 HOURS NOTICE SHALL BE GIVEN TO THE AIRPORT MANAGER WHO WILL ACTIVATE THE NOTAM.

CONTRACTOR'S SECURITY REQUIREMENTS

- SECURITY NOTES:
1. JOB SITE SECURITY IS THE EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR.

2. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE AIRPORT AND WITH THE SECURITY REQUIREMENTS SPECIFIED HEREIN. THE CONTRACTOR SHALL DESIGNATE IN WRITING TO THE OWNER & THE ENGINEER THE NAME OF HIS/HER "CONTRACTOR SECURITY OFFICER". THE CONTRACTOR SECURITY OFFICER SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS OF THE CONTRACT.

3. CONTRACTOR PERSONNEL SECURITY ORIENTATION - THE CONTRACTOR SECURITY OFFICER SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THESE REQUIREMENTS AND, FROM TIME TO TIME, OTHER SECURITY PROVISIONS ADOPTED BY THE ENGINEER OR OWNER. ALL NEW CONTRACTOR EMPLOYEES SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.

4. ACCESS TO THE SITE - CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED CONSTRUCTION PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS DEPOSITED ALONG THE ACCESS ROAD AS A RESULT OF HIS/HER CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNING AT THE ACCESS GATE AND ALONG THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL BE AS DIRECTED BY THE ENGINEER.

5. ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE WILL USE THE ACCESS POINT AT THE CONTRACTOR'S STAGING SITE. THE CONTRACTOR SHALL PROVIDE ESCORT SERVICES TO DIRECT DELIVERIES.

6. 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 AND APPROVED BY THE OWNER. THE CONTRACTOR SHALL ERECT AND MAINTAIN AROUND THE PERIMETER OF THESE AREAS SUITABLE FENCING, SIGNAGE AND WARNING DEVICES VISIBLE FOR BOTH DAY/NIGHT USE TO DELINEATE THE PERIMETER OF ALL SUCH AREAS.

7. CONTRACTOR EMPLOYEE PERSONAL VEHICLES SHALL BE RESTRICTED TO THE CONTRACTOR'S STAGING AREA OR CONTRACTOR EMPLOYEE PARKING AREA AND ARE NOT ALLOWED ON THE AIRFIELD AT ANY TIME.

8. AT NO TIME WILL VEHICLES BE ALLOWED ON AIRSIDE PAVEMENTS

9. BADGING OF CONTRACTOR PERSONNEL WILL NOT BE REQUIRED FOR THIS PROJECT.

10. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERSONAL, EQUIPMENT, AND MATERIALS BROUGHT TO THE SITE.

GENERAL NOTES

- GENERAL NOTES:
1. BY SUBMITTING A BID, THE CONTRACTOR AFFIRMS THAT THEY ARE FAMILIAR OF CONTRACT REQUIREMENTS.

2. LOCATIONS OF UTILITIES, PUBLIC AND/OR PRIVATE ARE APPROXIMATE ONLY, AND THE EXACT LOCATIONS SHALL BE VERIFIED IN THE FIELD.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES. IN THE EVENT OF DAMAGE TO EXISTING ELECTRICAL CABLES AND UTILITIES, THE RESIDENT PROJECT REPRESENTATIVE AND AIRPORT MANAGER ARE TO BE NOTIFIED IMMEDIATELY AND THE CONTRACTOR SHALL REPAIR THE DAMAGE.

GENERAL NOTES

- GENERAL NOTES (CONTINUED):
- AS DIRECTED BY THE RESIDENT PROJECT REPRESENTATIVE, IMMEDIATELY AND AT THE CONTRACTOR'S EXPENSE. ALL DAMAGED CABLES, WILL BE REPLACED TO THE NEAREST LIGHTING FIXTURES. NO FIELD SPLICES WILL BE PERMITTED.

3. PROPERTY LINES, RIGHT-OF-WAY LINES SHOWN ON THE PLANS ARE TAKEN FROM RECORD MAPS OR RECENT SURVEYS.

4. CONTRACTOR'S ACCESS TO THE AIRPORT SHALL BE LIMITED TO THE ACCESS ROADS SHOWN ON THE PLAN. THE CONTRACTOR, UPON COMPLETION OF THIS CONTRACT, SHALL REPAIR ANY DAMAGE TO ACCESS ROADS, GATES OR FENCES. ALL EXISTING PAVEMENTS AND DISTURBED GROUND SHALL BE RESTORED TO EXISTING CONDITION OR BETTER AT NO COST TO THE OWNER. CONTRACTOR SHALL MINIMIZE PAVEMENT CROSSINGS AND SHALL CLEAN AND SWEEP ACTIVE AIRCRAFT PAVEMENT AS OFTEN AS NECESSARY, AS ORDERED BY OWNER / ENGINEER, TO KEEP PAVEMENT FREE OF DEBRIS. UTILIZED VEHICLE ROADS SHALL BE SWEEP AT THE END OF EACH WORKING DAY.

5. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR THE PROJECT AND FOR ACCESS TO THE SITE. COST FOR PERMITS IS TO BE PAID FOR UNDER THE MOBILIZATION PAY ITEM.

6. THE CONTRACTOR SHALL EXAMINE EXISTING CONDITIONS BEFORE SUBMITTING A BID.

7. ANY IRON PINS, CONCRETE MONUMENTS, SURVEY MONUMENTS, OR OTHER ITEMS DEFINING PROPERTY LINES OR BASELINES WHICH ARE DISTURBED SHALL BE PROPERLY TIED AND ACCURATELY RESET UPON COMPLETION OF WORK BY THE CONTRACTOR AT NO COST TO THE OWNER.

8. ALL DISTURBED GROUND SHALL BE RESTORED TO AN ACCEPTABLE CONDITION AS DETERMINED BY THE OWNER.

9. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED WRITTEN APPROVAL OF THE ENGINEER.

10. SITE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE PERIOD OF CONSTRUCTION.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY MAINTAINING THE CONSTRUCTION SITE THROUGHOUT THE PERIOD OF CONSTRUCTION.

12. THE CONTRACTOR SHALL NOT LEAVE CONSTRUCTION EQUIPMENT RUNNING OR UNATTENDED.

13. THE CONTRACTOR SHALL KEEP MEN AND EQUIPMENT NOT NECESSARY FOR THEIR OPERATIONS OUT OF THE EXISTING TERMINAL AND AIR OPERATIONS AREA.

14. IF DURING CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, OR REPRESENT A SIGNIFICANT DIFFERENCE BETWEEN THE CONTRACT DOCUMENTS AND FIELD CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY CEASE ALL WORK AND CONTACT THE ENGINEER IMMEDIATELY.

15. THE CONTRACTOR SHALL RESEED THE CONTRACTOR'S STAGING AREA AFTER PROJECT SUBSTANTIAL COMPLETION.

16. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.

17. ALL WORK SHALL BE DONE IN STRICT COMPLIANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES, STANDARDS, ORDINANCES, RULES, AND REGULATIONS.

18. THE ENGINEER RESERVES THE RIGHT TO EXAMINE ANY WORK DONE ON THIS PROJECT AT ANY TIME TO DETERMINE CONFORMANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS OF THIS PROJECT, AS INTENDED AND INTERPRETED BY THE ENGINEER.

19. CONTRACTOR PROJECT CLOSE-OUT REQUIREMENTS:
A) THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS FOR THE COMPLETION AND CLOSE-OUT OF THE PROJECT CONSTRUCTION.
B) THE CONTRACTOR SHALL PROVIDE THE OWNER AND THE ENGINEER OF RECORD WITH COPIES OF RECORD LOGS, TEST RESULTS, AND SUPPORTING DOCUMENTATION WITHIN 30 DAYS OF THE COMPLETION OF WORK.
C) AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL GIVE THE OWNER AND THE ENGINEER A MINIMUM OF THREE (3) DAYS NOTICE PRIOR TO THE SCHEDULED SITE INSPECTION.

20. IN ORDER TO MITIGATE WETLAND DISTURBANCE, THE CONTRACTOR SHALL USE LOW IMPACT HAND TOOLS ONLY IN AREAS IDENTIFIED AS WETLAND.

21. ALL WASTE GENERATED FROM CLEARING SHALL BE REMOVED & DISPOSED OF OFF-SITE, AND ALL ASSOCIATED COST SHALL BE INCORPORATED INTO ITEM C-105.

22. THE CONTRACTOR SHALL PROVIDE THE NECESSARY NUMBER OF RADIOS FOR HIS/HER WORKFORCE.

23. THE CONTRACTOR SHALL PROVIDE WORKMANSHIP AND MATERIALS THAT ARE OF GOOD QUALITY AND COMPLY WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS.

24. GROUND CLEARANCE IS CRITICAL. THERE WILL BE MAXIMUM 1.5" CLEARANCE BETWEEN THE GROUND AND BOTTOM OF MESH WIRE. SEE DETAILS ON SHEET C7.01. SOME GRADING MAY BE REQUIRED TO SATISFY. THIS COST SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

25. ALL WORK MUST BE INSPECTED BEFORE IT IS COVERED. ALL HOLES WILL BE MEASURED TO ENSURE PROPER DEPTH AND PLACEMENT OF CONCRETE WILL BE SUPERVISED.

26. ANY ITEM OR ELEMENT OF WORK THAT DOES NOT HAVE A SPECIFIC PAY ITEM (SUCH AS BARRICADES, RADIOS, RESTORATION OF HAUL ROUTES, ETC.) SHALL BE CONSIDERED INCIDENTAL TO THE MOBILIZATION PAY ITEM AND NO SEPARATE PAYMENT WILL BE MADE.



BID SET

Stamp:

Client:
LEVY COUNTY FLORIDA
P.O. BOX 310
BRONSON, FL. 32621



Passero Associates

355 S. Legacy Trail, Suite B-102 (904) 757-6106
St. Augustine, FL 32092
Certificate of Authorization # 3428
Principal-in-Charge Brad J. Wenthe, P.E.
Project Manager Leona Lewis, P.E.
Designed by BCB/LMO

Revisions

No.	Date	By	Description

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SAFETY, SECURITY AND GENERAL NOTES

HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE

George T. Lewis Airport

Town/City: Cedar Key
County: Levy State: Florida

Project No.
20121626.0011

Drawing No.
G-002

Date
DECEMBER 2024

Drawing name: Y:\Projects-New\2012\20121626 SE CDK\20121626 SE CDK\BIM-Models\Airport\FENCE PLANS\General Plan.dwg 1 Dec 04, 2024 3:24pm by bbrodley



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architecture engineering

100'0100'

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BID SET

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Client:
LEVY COUNTY FLORIDA
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Leona Lewis, P.E.
BCB/LMO

Revisions

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GENERAL & SURVEY
CONTROL PLAN

HURRICANE DAMAGE
REPAIRS: INSTALL NEW
FENCE

George T. Lewis Airport

Town/City: Cedar Key
County: LevyState: Florida

Project No.
20121626.0011

Drawing No.
G-004

Date
DECEMBER 2024

Drawing name: Y:\Projects-New\2012\20121626 SE CDK-BIM-Models\Airport\FENCE PLANS\05 CSPP.dwg 1 Dec 04, 2024 3:27pm bjr bradley



PERMANENT CONSTRUCTION POINTS					
POINT NAME	LATITUDE	LONGITUDE	GROUND ELEVATION (MSL)	FENCE HEIGHT (AGL)	TSS ELEVATION (MSL)
P1	N29° 07' 54.54"	W83° 03' 10.73"	5	4	17
P2	N29° 07' 57.67"	W83° 03' 11.48"	5	4	8.5
P3	N29° 08' 07.12"	W83° 02' 55.05"	6.5	4	6.5
P4	N29° 08' 12.01"	W83° 02' 53.74"	5	4	26.5

TEMPORARY EQUIPMENT CONSTRUCTION POINTS				
POINT NAME	LATITUDE	LONGITUDE	GROUND ELEVATION (MSL)	EQUIPMENT HEIGHT (AGL)
T1	N29° 07' 54.42"	W83° 03' 11.17"	8	10
T2	N29° 07' 56.75"	W83° 03' 13.12"	4	10
T3	N29° 08' 12.53"	W83° 02' 55.18"	4	10
T4	N29° 08' 10.10"	W83° 02' 51.10"	5	10

STAGING AREA COORDINATES				
POINT NAME	LATITUDE	LONGITUDE	GROUND ELEVATION (MSL)	EQUIPMENT HEIGHT (AGL)
S1	N29° 08' 08.78"	W83° 02' 52.62"	8	10
S2	N29° 08' 09.02"	W83° 02' 52.31"	9	10
S3	N29° 08' 08.58"	W83° 02' 51.87"	8	10
S4	N29° 08' 08.35"	W83° 02' 52.18"	7	10

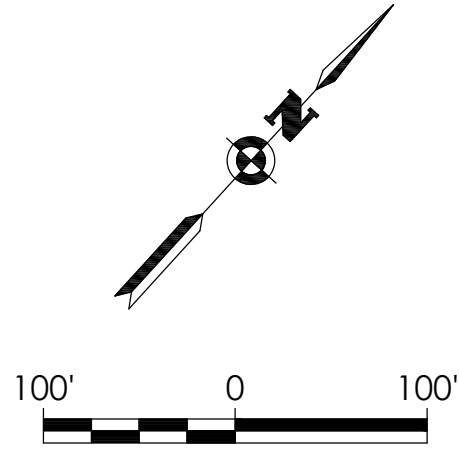
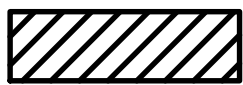
LEGEND:

CONTRACTOR ACCESS / ON & OFF-SITE HAUL ROUTE

CONTRACTOR STAGING AREA

CONTRACTOR STOCKPILE AREA

PROPOSED FENCE LINE



BID SET

Stamp:

Client:
LEVY COUNTY FLORIDA
P.O. BOX 310
BRONSON, FL. 32621



Passero Associates
355 S. Legacy Trail, Suite B-102 St. Augustine, FL 32092
Principal-in-Charge Brad J. Wentz, P.E.
Project Manager Leona Lewis, P.E.
Designed by BCB/LMO

Revisions			
No.	Date	By	Description

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CONSTRUCTION
SAFETY PHASING
PLAN

HURRICANE DAMAGE
REPAIRS: INSTALL NEW
FENCE

George T. Lewis Airport

Town/City: Cedar Key
County: Levy State: Florida

Project No.
20121626.0011

Drawing No.
G-005

Date
DECEMBER 2024

Stamp:

355 S. Legacy Trail, Suite B-102 (904) 757-6106
St. Augustine, FL 32092
Certificate of Authorization # 3428

Principal-in-Charge	Brad J. Wentle, P.E.
Project Manager	Leona Lewis, P.E.
Designed by	BCB/LMO

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George T. Lewis Airport

Dunlop, M.

Drawing No.

Date
DECEMBER 2024

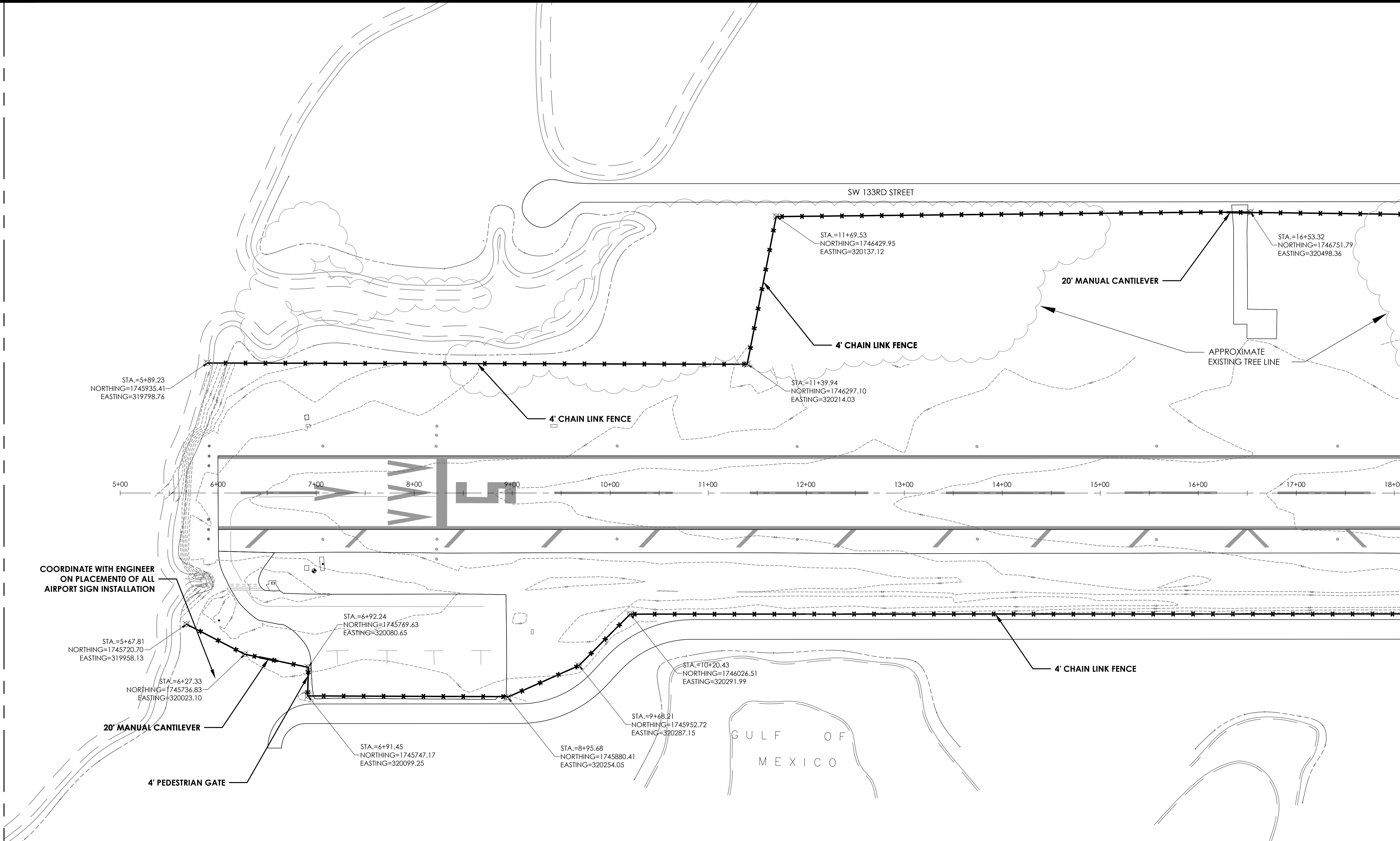
Drawing name: Y:\Projects-New\2012\20121626 SE CDK\2012\20121626.0011 - Hurricane Damage\01_CAD-BIM-Models\Airport\FENCE PLANS\Demolition Plan.dwg 1 Dec 10, 2024 11:04am by: bbradley



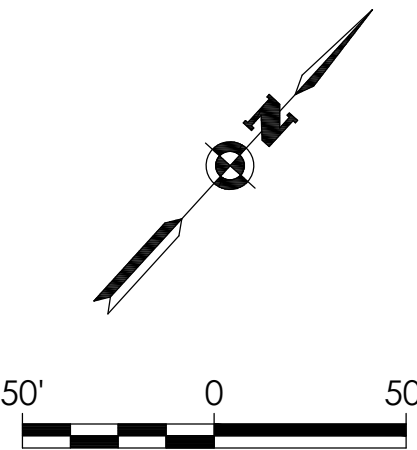
REMOVE EXISTING FENCE



Drawing name: Y:\Projects-New\2012\20121626_SE_CD\20121626_0011 - Hurricane Damage\01_CAD-BIM-Models\Airport\Fence_Site_Plan_2.dwg 1 Dec 04, 2024 3:25pm by: bbrodley



MATCHLINE STA. 18+00 (SEE SHEET C-201)



BID SET

Stamp:

Client:
LEVY COUNTY FLORIDA
P.O. BOX 310
BRONSON, FL. 32621



Passero Associates

355 S. Legacy Trail, Suite B-102 (904) 757-6106
St. Augustine, FL 32092
Principal-in-Charge Brad J. Wente, P.E.
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Designed by BCB/LMO

Revisions			
No.	Date	By	Description

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SITE PLAN

HURRICANE DAMAGE
REPAIRS: INSTALL NEW
FENCE

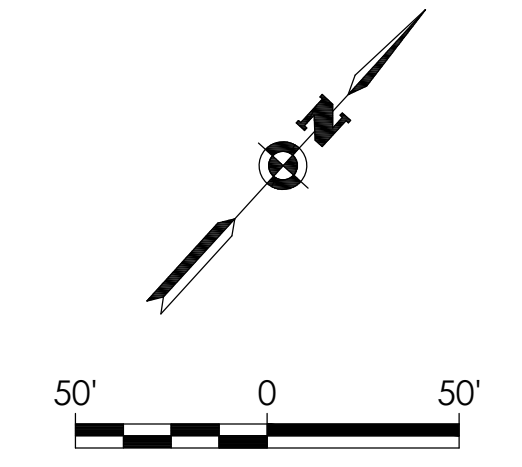
George T. Lewis Airport

Town/City: Cedar Key
County: Levy State: Florida

Project No.
20121626.0011

Drawing No.
C-200

Date
DECEMBER 2024



Stamp:

355 S. Legacy Trail, Suite B-102 (904) 757-6100
St. Augustine, FL 32092
Certificate of Authorization # 3428

Principal-in-Charge	Brad J. Wentle, P.E.
Project Manager	Leona Lewis, P.E.
Designed by	BCB/LMC

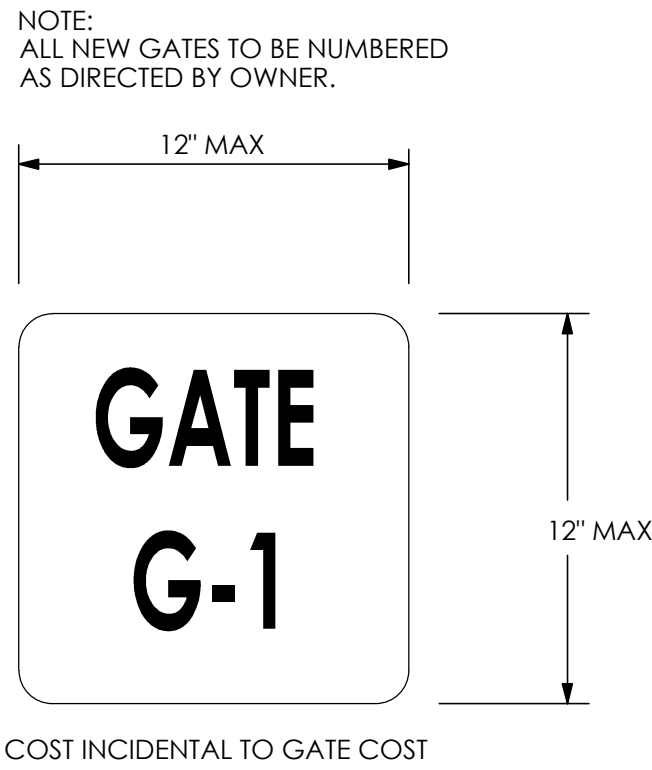
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George T. Lewis Airport

Project No.
20121626.0011

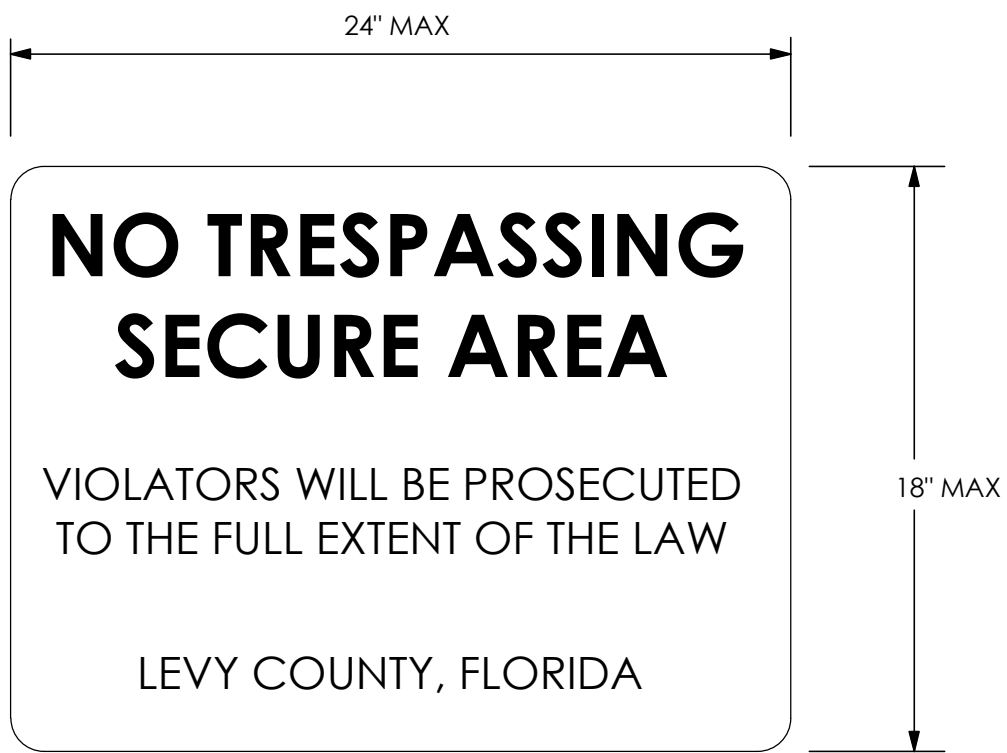
Drawing No. C-201

Date
DECEMBER 2024



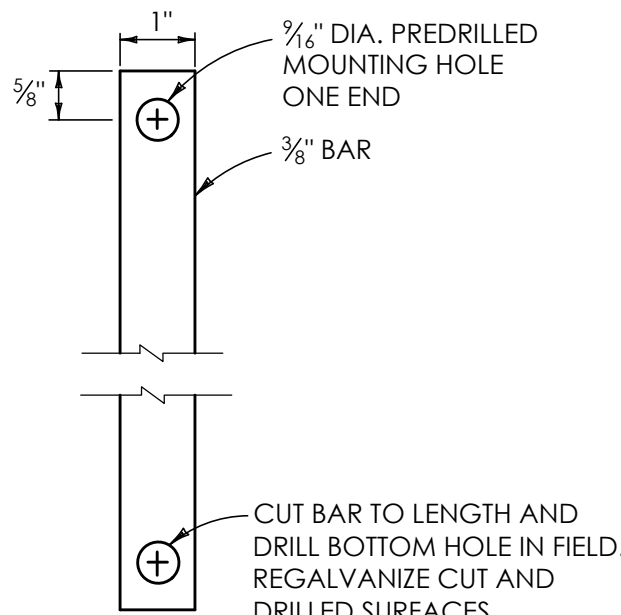
GENERAL NOTES

1. THE CONTRACTOR MAY SUBSTITUTE ANY EQUIVALENT CANTILEVER SLIDE GATE APPROVED BY THE ENGINEER. EXTRUDED, ROLLED OR FORMED COMPONENTS THAT PROVIDE EQUAL STRENGTH AND STABILITY MAY BE USED IN LIEU OF THE PIPE COMPONENTS SHOWN; AND, INTERNAL ROLLERS MAY BE USED IN LIEU OF THE EXTERNAL ROLLER UNITS SHOWN. GATE COMPONENTS SHALL MEET OR EXCEED THE MATERIAL REQUIREMENTS SPECIFIED ON INDEX NO. 452.
2. STEEL GATE FRAME SHALL BE FABRICATED PRIOR TO GALVANIZING, EXCEPT THAT TRUSS ROOF AND TRUSS ROD PLATES MAY BE FABRICATED FOLLOWING FRAME GALVANIZING PROVIDED SURFACES DAMAGED DURING WELDING ARE GALVANIZED IN ACCORDANCE WITH SECTION 24 OF AASHTO M36.
3. ALL FABRIC SHALL BE KNUCKLED TOP & BOTTOM SELVAGES.
4. COST OF ALL GATE COMPONENTS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR SLIDING FENCE GATE (CANTILEVER), EACH.



SIGN DETAILS

LOCATION:
1. 500' O.C. ALONG ENTIRE PERIMETER
2. 100' O.C. ADJACENT TO FBO AREA PARKING LOT



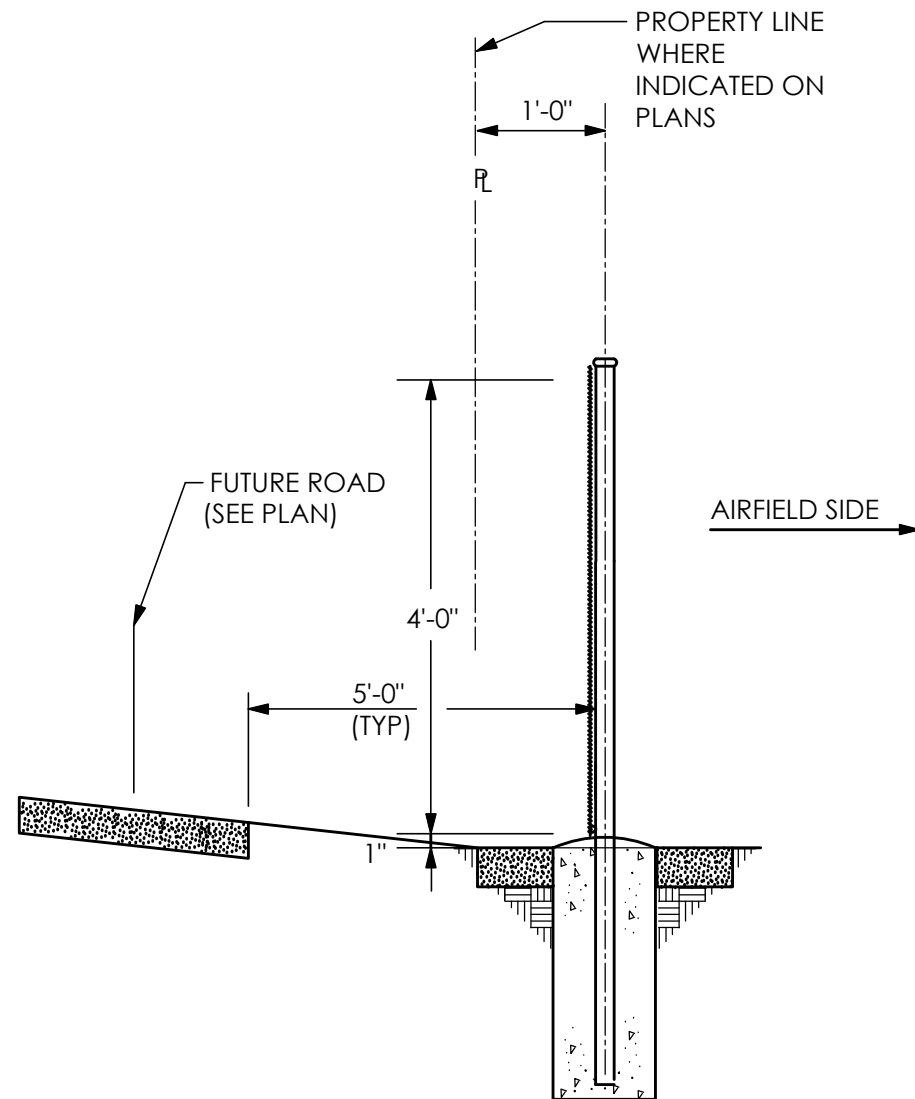
BAR ROLLER SPACER

CANTILEVER GATE DETAILS

TYPICAL FRAME - 24' Opening

The diagram shows a rectangular frame divided into six equal vertical sections by five vertical lines. Diagonal lines are drawn from the top-left corner to the second vertical line, from the second vertical line to the third vertical line, from the third vertical line to the fourth vertical line, and from the fourth vertical line to the top-right corner. This creates a series of four triangles and two rectangles, with the triangles having a height of 12 feet.

DETAIL B



SECTION

FENCE DETAILS

Client: LEVY COUNTY FLORIDA
P.O. BOX 310
BRONSON, FL. 32621



Passero Associates

355 S. Legacy Trail, Suite B-102 (904) 757-6100
St. Augustine, FL 32092
Certificate of Authorization # 3428

Principal-in-Charge	Brad J. Wentz, P.E.
Project Manager	Leona Lewis, P.E.
Designed by	BCB/LMC

Revisions			
No.	Date	By	Description

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FENCE DETAILS

HURRICANE DAMAGE REPAIRS: INSTALL NEW FENCE

George T. Lewis Airport

Town/City: Cedar Key
County: Levy State: Florida

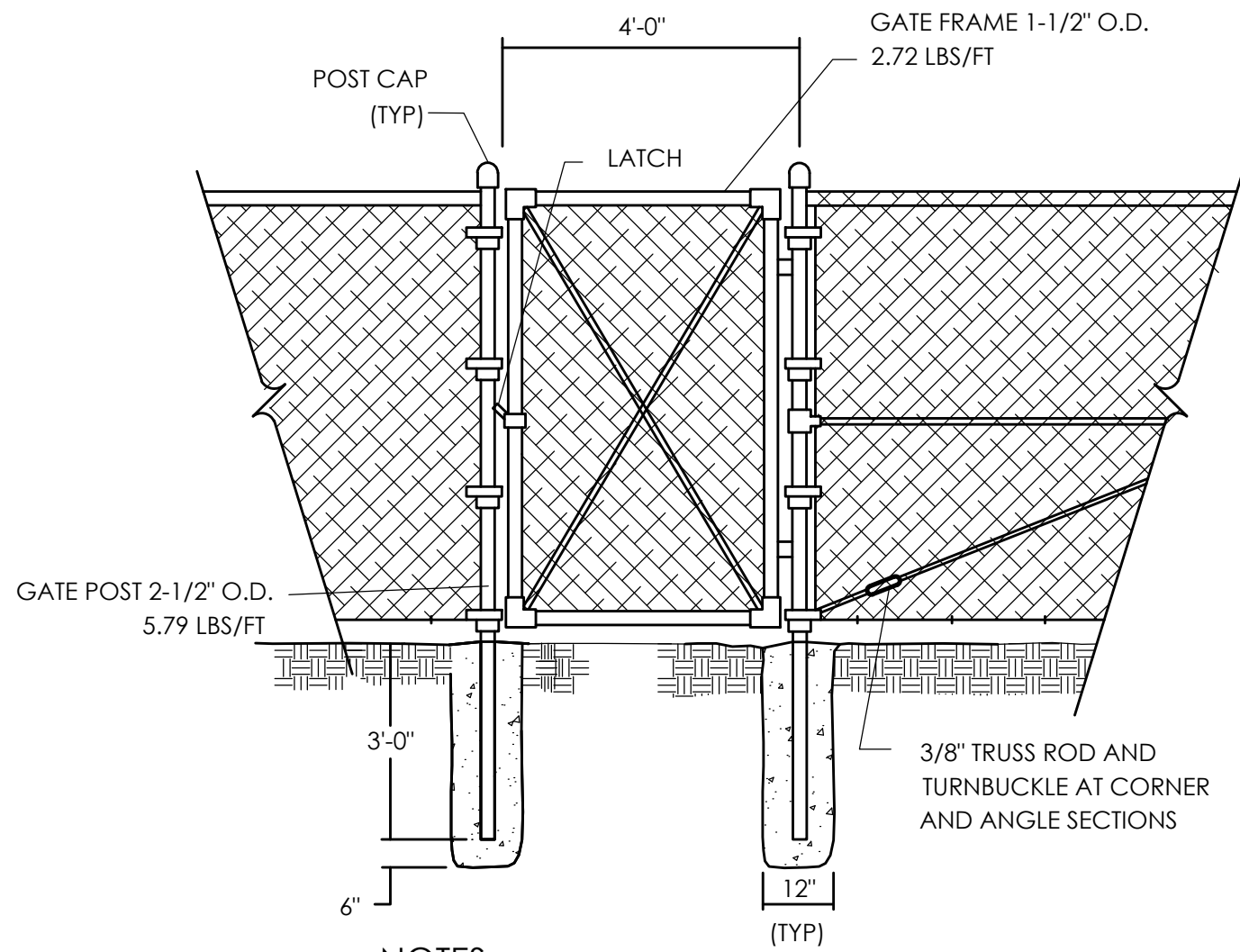
20121626.0011

Drawing No.

C-300

Date
DECEMBER 2024

Drawing name: Y:\Projects-New\2012\20121626 SE CDK\20121626 SE CDK\20121626.0011 -- Hurricane Damage\01_CAD-BIM-Models\Airport\FENCE PLANS\Fence Details 1.dwg 2 Dec 04, 2024 3:30pm by: bbradley



NOTES:

- 1) THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR GATES AND ADJACENT CHAIN LINK FENCE TO THE ENGINEER. NO FENCE OR GATES SHALL BE ERECTED PRIOR TO APPROVAL OF THE DETAILS.
- 2) THE FENCE AND ALL COMPONENTS SHALL BE CONSTRUCTED OF GALVANIZED STEEL.

4-FOOT SINGLE SWING GATE
N.T.S.

BID SET

Stamp:

Client:

LEVY COUNTY FLORIDA
P.O. BOX 310
BRONSON, FL. 32621



Passero Associates

355 S. Legacy Trail, Suite B-102 (904) 757-6106
St. Augustine, FL 32092
Certificate of Authorization # 3428
Principal-in-Charge Brad J. Wentz, P.E.
Project Manager Leona Lewis, P.E.
Designed by BCB/LMO

Revisions

No.	Date	By	Description

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FENCE DETAILS

HURRICANE DAMAGE
REPAIRS: INSTALL NEW
FENCE

George T. Lewis Airport

Town/City: Cedar Key
County: Levy State: Florida

Project No.
20121626.0011

Drawing No.
C-301

Date
DECEMBER 2024