Flagler County Board of County Commissioners
Consent: BOCC Departments / Agenda Item 7.g.

Meeting Date:	October 5, 2026
Department Contact:	Roy Sieger, Airport Director, Shannon Burnett, Procurement Coordinator, Jessica Martin, Procurement Coordinator
Subject:	**Approval of Bid Award 26-ITB-018 to Saboungi Construction, Inc. for the Air Traffic Control Tower Rehabilitation at the Flagler Executive Airport in the amount of $409,970.**

Overview/Summary:
Flagler County Purchasing and AVCON, Inc. collaboratively worked together to formally solicit bids for the Air Traffic Control Tower Rehabilitation. An Invitation to Bid (ITB) was publicly broadcast on OpenGov under 26-ITB-018 requesting submissions from qualified General Contractors for the Air Traffic Control Tower Rehabilitation for the Flagler Executive Airport.

On August 14, 2026, the County received one (1) response as detailed on the attached tabulation sheet. The bid submission was reviewed for conformity to specifications as well as to the terms and conditions outlined within the solicitation documents. Staff recommends awarding the contract to Saboungi Construction, Inc. who submitted a responsive and responsible bid.

Due to the limitations of the project grant funding, all of the bid schedules cannot be awarded at this time. Based on review of the proposal and the availability of funding, Bid Schedule A & E~~F~~ could only be awarded at this time, and Bid Schedules B, C, D, and F~~E~~ will not be awarded as part of the solicitation.

Bid Schedule A = $318,120.00 (100% FAA Grant Funded)
Bid Schedule E = $91,850.00 (100% FAA Grant Funded)
Scaffold Adjust = $10,499.28 (Local Funding)
Total Bid Award = $420,469.28
FAA Grant Award = $489,220.00
Local Share = $21,279.28

Strategic Plan:
Focus Area: Economic Vitality,
Goal 2- Diversify the Tax Base to Improve the Local Economy
Objective EV 2.4: Expand facilities and attract aviation related businesses to the Flagler Executive Airport.

Funding Information:

On August 17, 2026, the BoCC approved the Chair to execute an FAA Grant Offer for $500,000 for the above-mentioned project. The grant was received electronically and required electronic signatures from the Chair and the County Attorney Office. The Chair and the County Attorney both signed the grant on September 9, 2026. The actual grant amount was $489,220, which was less than the requested amount of $500,000. This will require an additional $21,279.28~~$10,780~~ in local contribution.

Recommendations:
Staff recommends that the Board approve Bid Award 26-ITB-018 to Saboungi Construction, Inc. for the Air Traffic Control Tower Rehabilitation at the Flagler Executive Airport in the amount of $409,970, authorize the Chair to execute the contract as approved as to form by the County Attorney.

Attachments:
1. 07 CN - 26-ITB-018 - 1) ATCT Rehabilitation Contract
2. Bid Documents
3. Saboungi Construction, Inc Bid Submission
4. Notice of Intent to Award
5. FAA Grant Agmt re ATCT Rehab exe 09-09-2026
6. Rec Award Ltr re ATCT Rehab
7. Certificate of Insurance
8. ATCTR Contract Adjusmtment Acceptance Letter

FLAGLER COUNTY CONTRACT 26-ITB-018
AIR TRAFFIC CONTROL TOWER REHABILITATION

This Contract, entered into by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and Saboungi Construction, Inc., a Florida profit corporation, whose address is 290A North U.S. Highway 1, Ormond Beach, FL 32174, hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

A. The Contract shall consist of the following, all of which are hereby made a part hereof:
    1. COUNTY's 26-ITB-018 Bid Documents, Including Addendum No. 1
    2. CONTRACTOR's 26-ITB-018 Bid Submission
    3. CONTRACTOR's Insurance Certificate(s)
    4. COUNTY's Contract Adjustment Acceptance Letter
B. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.
C. The **COUNTY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, on the dates indicated below.

Attest:

_____
Tom Bexley, Clerk of the Circuit Court and Comptroller

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Adam Mengel, County Administrator

Date:_____

APPROVED-AS-TO-FORM

Sean S. Moylan Digitally signed by Sean S. Moylan Date: 2026.09.21 14:57:19 -04'00'

Sean S. Moylan, Deputy County Attorney

[SIGNATURE PAGE TO FOLLOW.]

ATTEST:

_____
Signature

_____
Print Name, Title

SABOUNGI CONSTRUCTION, INC.

_____
Signature

_____
Print Name, Title

_____
Date

County of Flagler

INVITATION FOR BID

26-ITB-018

AIR TRAFFIC CONTROL TOWER REHABILITATION

RELEASE DATE: July 27, 2026
RESPONSE DEADLINE: August 14, 2026, 10:00 am
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Advertisement
2. Instructions to Bidders
3. Submittal Forms
4. Contract Execution
5. Standard Terms & Conditions
6. Standard General Conditions
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Attachments:

A - Project_Forms

B - Contract_Form

C - Example_Payment_and_Performance_Bond_Form_337_18_Version_May_6_2014_doc

D - PO Standard Terms and Conditions

E - 26-ITB-018_FIN_ATCT Rehab_Abbreviated Design Criteria Package

F - 26-ITB-018_FIN_ATCT Rehab_Project Manual_Technical Specifications

G - 26-ITB-018_FIN_ATCT Rehab_Bid Drawings_SS

1. Advertisement

FLAGLER COUNTY

ADVERTISEMENT FOR BIDS

FOR

Air Traffic Control Tower Rehabilitation

Sealed bids for furnishing all labor, materials, equipment and supervision to complete the Air Traffic Control Tower Rehabilitation project in conformance with the design criteria package and contract documents.

The Vendor response with the lowest responsible, qualified bid would be the basis of award for the project.

Bidders shall be prequalified by the Florida Department of Transportation (FDOT) in order to be eligible to bid. All prequalified Contractors submitting a bid must include with their bid proposal a copy of their FDOT Certificate of Qualification.

A Non-Mandatory Pre-Bid Meeting for all interested parties will be held on Friday, July 31, 2026 at 10:00 am in the Flagler Executive Airport Administration office located at:

Airport Administration Building - 201 Airport Rd, Palm Coast, FL 32164

Although the Pre-Bid Meeting is not mandatory, it will offer potential bidders the only opportunity to ask questions and discuss the project directly with staff.

Interested Bidders may secure proposal documents and all other pertinent information by visiting the website of OpenGOV at www.procurementopengov.com/signup .

Interested firms are to submit a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at https://procurement.opengov.com/portal/flaglercounty by the date and time posted.

Bids must be accompanied by a certified check, bank draft, or satisfactory Bid Bond, drawn in the favor of Flagler County in the amount of five percent (5%) of the total bid as shown on the Bid Form. No Bidder may withdraw his Bid after the scheduled closing time for receipt of Bids. All Bids must be firm for a period of ninety (90) days after the time set for opening Bids.

No person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may submit a Bid for a period of 36 months from the date of being placed on the convicted vendor list.

The successful Bidder will be required to furnish and pay for satisfactory Contract Bonds (Performance and Payment) and appropriate Warranty Bond.

Upon award of contract, a Certificate of Insurance must be provided indicating compliance with the criteria and for the coverage(s) in the Standard Terms and Conditions of the Agreement between the County and the selected Contractor.

Interested firms are to submit bids through OpenGov Procurement at **https://procurement.opengov.com/portal/flaglercounty.** Bids must be received on or before 10:00 am**, Friday, August 14, 2026,** after which time they will be publicly opened via Opengov and read aloud.

Bids received after the specified date and time will not be accepted. **Mailed, Faxed or E-mailed Bids will not be accepted.**

Flagler County reserves the right to reject any and all Bids, to award all or segments of the project and to waive any informality in Bids received, as may be in the best interest of the County.

NOTICE TO BIDDERS/PROPOSERS

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is purchasing@flaglercounty.gov

2. Instructions to Bidders

1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

OWNER: Flagler County Board of County Commissioners

ENGINEER: County Engineer or designee,

1769 E. Moody Boulevard, Building 2

Bunnell, FL 32110

CONTRACT: The agreement executed by the Owner and Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other documents) whether attached thereto or not.

SURETY: Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.

2. PREPARATION OF BID

To Ensure Acceptance of Your Bid, Please Follow These Instructions:

(a) All Bid Sheets including this form must be executed and submitted electronically through OpenGov Procurement, at https://procurement.opengov.com/portal/flaglercounty by the date and time posted.

Bid must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bids are opened.

(b) Bid must contain a manual signature of an authorized representative of the company.

(c) The Bid opening shall be public on the date and time specified on the Bid. It is the Bidder's responsibility to assure that the Bid is delivered at the proper time. OpenGov will automatically close bid submissions at the deadline, and no bids will be accepted thereafter.

(d) Bidders shall examine the Contract Documents, delivery schedule, Bid prices and all general and special conditions of the Bid prior to submission and agree that submittal of a bid for the work is prime facie evidence he (they) have conducted such examinations.

(e) Bid must be accompanied by a Bid Bond in the amount specified in the Advertisement for Bids, the Instructions to Bidders, or the Bid Bond form.

(f) Bids must be accompanied by a certified check, bank draft, or satisfactory Bid Bond, drawn in the favor of Flagler County in the amount of five percent (5%) of the total bid as shown on the Bid Form. No Bidder may withdraw his Bid after the scheduled closing time for receipt of Bids. All Bids must be firm for a period of ninety (90) days after the time set for opening Bids.

(g) Bidders shall submit a list of subcontractors and major material suppliers to be used if awarded via the County Bid Submittal forms provided in the contract. A copy of the form is provided in the Bid Documents and shall be attached to the Bidder's Proposal. Such listing shall include the name of each subcontractor where the work exceeds five percent (5%) of the Contract Price. If no subcontractors are required, so state thereon.

Upon request by the Engineer, the successful Bidder shall submit, within seven (7) calendar days thereafter, all data required to establish to the satisfaction of the Engineer and Owner, the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed subcontractor's respective trades.

Prior to the award of the Contract, the Engineer will notify the Bidder, after due investigation, if Owner has reasonable and substantial objection to any person or organization proposed as a subcontractor. The Bidder then may submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner, and award the contract to the next lowest Bidder that proposes to use acceptable subcontractors, suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Engineer must be used on the work for which they were proposed and accepted and shall not be changed without approval of the Owner and the Engineer.

(h) The successful Bidder will be required to furnish and pay for satisfactory Contract Bonds (Performance and Payment) and a one-year Warranty Bond, unless specified otherwise.

(i) Upon award of a contract a Certificate of Insurance indicating that the coverage(s) identified in the Standard Terms and Conditions of the Contract Documents are in effect must also be provided. Such certification shall stipulate the County and the City of Bunnell are listed as an additionally insured and meet all other identified criteria.

(j) Interested firms are to submit a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at https://procurement.opengov.com/portal/flaglercounty by the date and time posted. A bid bond in the amount of 5% must be included with your bid submittal. Bids must be received on or before Friday, August 14, 2026 at 10:00 am. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Proposer. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

3. PRE-BID MEETING:.

A Non-Mandatory Pre-Bid Meeting for all interested parties will be held o-n Friday, July 31, 2026 at 10:00 am in the Flagler County Government Services Building, Building No. 2, 1769 E. Moody Blvd., 3rd Floor Engineering

Department Conference Room Bunnell, FL 32110. Although the Pre-Bid Meeting is not mandatory, it will offer potential bidders the only opportunity to ask questions and discuss the project directly with staff.

4. BID DEADLINE:

Bid must be submitted no later than the time and date given in the Advertisement For Bids or subsequent Addenda thereto.

Bids will be received at 10:00 am after which time they will be publicly opened and read aloud. Bids received after the specified date and time will not be accepted. Only bids submitted electronically through OpenGov will be accepted. Couriered, mailed or faxed bids will not be considered.

5. TIMETABLE:

Date of Distribution: Monday, July 27, 2026

Non-Mandatory Pre-Bid Meeting: Friday, July 31, 2026, 10:00 am at Airport Administration Building - 201 Airport Rd, Palm Coast, FL 32164

Last Date for Questions: Tuesday, August 4, 2026, 5:00 pm

Final Addendum Issued by: August 6th, 2026

Bids Due and Opening: Friday, August 14, 2026, 10:00 am

6. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

1. To ensure fair consideration for all bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below.

2. All questions or inquiries relative to interpretation of specifications or the bid process shall be addressed in writing as indicated below and must be received by the Last Date of Inquiries as indicated in the Timetable advised under the Overview. Inquiries after this date may not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of a written addendum which, if issued, will be sent to all prospective bidders no later than seven (7) calendar days before the date set for receipt of the bids. Oral answers will not be authoritative.

3. It will be the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

4. All questions or concerns related to this solicitation must be submitted in writing and directed exclusively to the Flagler County Office of Procurement and Contracts. Questions should be submitted through the Questions & Answers section on OpenGov.

7. COMMUNICATION

There shall be no communications between the Vendor, their employees or subcontractors concerning this project to anyone within the Flagler County BOCC, including but not limited to, all County employees and

elected officials (hereafter referred to as "County Representative"), except through the Purchasing Department.

Any attempt to communicate with any County Representative outside the Purchasing Department will be considered a violation of the Purchasing Policy and may result in the removal of your company from the bidders list for this project, and/or removal or suspension of your company from future bidders lists.

8. EXPLANATION TO BIDDERS:

Each Bidder shall examine the Bidding Documents carefully; he shall make a written request through OpenGov under the Questions & Answers section to the County for interpretations or corrections of any ambiguity, inconsistency or error, which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

No negotiations, decisions or actions can be relied on by the Bidder as a result of any oral discussions with any County employee prior to the opening of proposals. Only those communications, which are in writing from the County, may be considered as a duly authorized expression on behalf of the County. Also, only written and signed communications from Bidders will be recognized by the County as duly authorized expressions on behalf of Bidders.

9. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with his Bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Flagler County reserves the right to be the sole judge of what is equal and acceptable. Bids, which do not comply with these requirements, are subject to rejection. If Bidder fails to name a substitute, it will be assumed that he is bidding on, and he will be required to furnish goods identical to the Bid standard.

10. ADDITIONAL TERMS AND CONDITIONS:

The County of Flagler reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. TAXES:

The County of Flagler is exempt from Federal Excise Taxes and all Sales Taxes.

12. LIABILITY:

The Contractor shall hold and save the City of Bunnell and the County of Flagler, their officers, agents, and employees harmless against claims by third parties resulting from the Contractor's breach of Contract or the Contractor's negligence.

13. LICENSES:

The Contractor shall be responsible for obtaining and maintaining his City and County occupational license and any licenses required pursuant to the laws of Flagler County or the State of Florida.

14. PUBLIC ENTITY CRIMES STATEMENT:

Bidders must complete and return with Bid/Proposal the Sworn Statement to Public Entity Crimes pursuant to Section 287.133(3)(a), Florida Statutes.

15. PREPARATION AND SUBMISSION OF BID:

Each Bidder shall submit Bid Prices on this documentation in the proper spaces and substitutions on which he Bids. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by Flagler County. It is the intention of the County to award this Bid based on the low total Bid price meeting all Contract Document Requirements.

16. PENALTIES:

BIDS MAY BE REJECTED AND/OR BIDDERS DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to Bid invitation for three (3) consecutive instances.

2. Failure to update the information on file including address, product, service or business descriptions.

3. Failure to perform according to Contract provisions.

4. Conviction in a court of law of any criminal offense in connection with the conduct of business.

5. Evidence of a violation of any Federal or State anti-trust law based on the submission of Bids or proposals, or the awarding of Contracts.

6. Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

7. Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid.

8. Other reasons deemed appropriate by the Board of County Commissioners.

17. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or orally verified telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened. Faxed withdrawals will not be recognized.

18. RECEIPT AND OPENING OF BIDS:

Bids will be opened by unsealing bid submissions via OpenGov at the date and time specified in the Invitation to Bid. The OpenGov system will automatically close the ITB at the deadline, and no late submissions will be

accepted. At the time of opening, bid results will be published and made available online for the information of bidders and interested parties. It is the bidder's responsibility to ensure their submission is properly uploaded and finalized within the portal prior to the bid submission deadline.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

19. REJECTION OF BIDS/PROPOSALS:

The County reserves the right to reject any and/or all Bids when such rejection is in the best interest of the County.

20. AWARD OF BIDS:

The Bid will be awarded as soon as possible to the lowest responsible Bidder.

21. BID CHALLENGE:

Any Bid award recommendation may be challenged administratively on the grounds of irregularities in the Bid procedure, or the evaluation of the Bid. Such notice of intent of Bid challenge shall be made in writing to the County within seventy-two (72) hours after receipt of the intended recommendation of award and challenger shall file a formal written Bid challenge within five (5) days after the date in which the notice of intent of Bid challenge has been submitted. Failure to file a notice of intent of Bid challenge or failure to file a formal written Bid challenge shall constitute a waiver of all administrative rights granted under this section.

At the time fixed for the opening Bids, the contents of the Bid Form will be made public for the information of Bidders and other interested parties, who may be present either in person or by representatives. This section confers no judicially enforceable rights. Its sole purpose is to give unsuccessful Bidders a formalized opportunity to complain about the process.

22. CANCELLATION:

The Contract with the successful Bidder may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate the Contract at any time as a result of the Contractor's failure to perform in accordance with these specifications and applicable Contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

23. DISPUTES:

The Contract Agreement for this project will be conditioned on venue for any disputes being in the Seventh Judicial Circuit in and for Flagler County.

The Board of County Commissioners, Flagler County, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposals as may be deemed to be in the best interest of the County.

Final payment for items of work will be based on items actually completed, accepted and in place at the conclusion of the project.

Bids may be considered irregular and subject to rejection if they show serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bids, or irregularities of any kind.

Only one (1) Bid from any individual, firm, partnership or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected.

If the Bid is made by an individual in his own proper person or under a trade or firm name, he shall execute the same under this individual signature and his post office address shall be shown. If made by a co-partnership, the Bid shall be executed for the co-partnership by setting out in full, the names of the partners and the firm name of the partnership, if any, and signed by one or more of the partners and the post office address of each of the partners shall be shown. If made by a corporation, the Bid shall be executed by setting out the corporation name in full, followed by a statement that it is incorporated and existing under the laws of the named state, and if it is a foreign corporation, the fact that it is authorized and permitted to transact business in this State, and by being signed by its president or other authorized corporate officer, with its corporate seal affixed and attested by its secretary, and the address of its principal place of business shall be shown.

24. BID SECURITY:

Each Bid must be accompanied by a certified check, cashier's check, or Bid bond payable to the Owner for an amount equal to at least five percent (5%) of the amount of Bid. The Owner will, within ten (10) days after the opening of the Bids, return the deposit of all Bidders except those posted by the three lowest acceptable Bidders, whose deposit will be returned upon the final award and execution of the Contract between the successful Bidder and Owner, and after a satisfactory Public Construction Bond and Payment Bond have been executed.

25. COMPETENCY OF BIDDERS:

The Owner reserves the right to make such investigations as he may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the Owner reserves the right to reject his Bid.

26. CONSIDERATION OF BIDS AND AWARD OF CONTRACT:

If the Contract is awarded, the Owner will accept the Bid and award the Contract to the successful Bidder, by written notice, within ninety (90) days after the opening of Bids.

Upon determination by the Board of County Commissioners, failure on the part of the successful Bidder to execute a Contract and file an acceptable bond within ten (10) days from the notice of acceptance shall be just cause for annulment of the award and the forfeiture of the Bid security or a portion thereof. The Owner may then accept the Bid of the next lowest responsible Bidder or re-advertise for Bids. If the Bid of the next lowest Bidder is accepted, the acceptance shall bind such Bidder as though he were the original successful Bidder.

The Owner reserves the right to increase the extent of the project at the same unit or lump sum prices as Bid, but such increase in quantities shall not exceed twenty percent (20%) of the original Bid unless agreed to by both the Owner and Bidder.

The Owner reserves the right to reject any or all Bids and to waive informalities or to accept any Bid or combination of Bids which, in the Owners judgment, will best serve his interest.

27. CONTRACT SECURITY:

The Contractor shall furnish a Public Construction Bond, Payment Bond and appropriate Warranty Bond in a penal sum of at least 100% of the amount of the Contract as awarded, as security for faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature employed or used by him in performing the work. Such bonds shall be in the form of bond furnished and shall bear the same date as the Contract, or a date subsequent to the date of the Contract. The surety on such bonds shall be duly authorized and nationally recognized surety company satisfactory to the Owner. In the event the Contract price is increased by Contract Amendment, the value of the bonds shall be increased to an amount equal to 100% of the amended Contract price.

28. CONSTRUCTION PLANS AND SPECIFICATIONS:

The Construction Plans, Specifications and all supplementary documents are essential parts of the Contract Documents and requirements occurring in one are considered as occurring in all. They are intended to be cooperative, to describe and provide for the construction of a complete unit or group of units, ready for operation. In case of discrepancy computed dimensions shall govern over scaled dimensions, plans and special provisions shall govern over standard specifications.

29. CONSTRUCTION CONDITIONS:

All of the conditions which are known to affect the performance of the work have been shown on the plans and/or described elsewhere in other areas of the Contract Documents, but the Owner makes no representation that the condition as shown or described are the conditions that will be found in the field when actual construction is undertaken. It will be the Bidder's responsibility to examine the Specifications and related documents as well as the site of the work to determine, to his satisfaction, the surface and subsurface conditions related to the construction contemplated; and failure to do so will not relieve the Contractor of complete and satisfactory performance under this Contract.

30. LAWS AND REGULATIONS:

The Bidder's attention is directed to the fact that all applicable local, state, and Federal laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract Documents the same as though herein written out in full.

31. FLORIDA PROMPT PAYMENT ACT:

Payments shall be in accordance with Part VII of Ch. 218, Florida Statutes, the “Local Government Prompt Payment Act.”

3. Submittal Forms

1. Bidders Checklist*

Please download the below documents, complete, and upload.

- Bidders_Check_List.pdf

*Response required

2. Bid Bond

*2.1. Bid Bond**

Please download the below documents, complete, and upload.

- Bid_Bond_Form.pdf

*Response required

3. Forms/Documentation

*3.1. Bid Submittal Form**

Please download the below documents, complete, and upload.

- Bid_Form.pdf

*Response required

*3.2. Affidavit of Non-Collusion**

Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_NON-COLLUSION_...

*Response required

*3.3. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

Download the attached form, complete, and upload completed form.

- Anti-Human_Trafficking_Affi...

*Response required

*3.4. Certification of Compliance with Florida Trench Safety Act**

Please download the below documents, complete, and upload.

- CERTIFICATION_OF_COMPLIANCE...

*Response required

*3.5. Drug-Free Workplace**

Please download the below documents, complete, and upload.

- DRUG_FREE_WORKPLACE_CERTIFI...

*Response required

*3.6. E-Verify Acknowledgement**

Please download the below documents, complete, and upload.

- E-Verify_Acknowledgement_.pdf

*Response required

3.7. List of Proposed Subcontractors

Please download the below documents, complete, and upload.

- LIST_OF_PROPOSED_SUBCONTRAC...

*3.8. Sworn Statement Pursuant to Section 287.133 FS Public Entity Crimes**

Please download the below documents, complete, and upload.

- SWORN_STATEMENT_PURSUANT_TO...

*Response required

*3.9. W-9**

Please attach current W-9 Form

*Response required

*3.10. Vendor Information Form**

Please download the below documents, complete, and upload.

- VENDOR_INFORMATION_.pdf

*Response required

*3.11. Proof of Insurance **

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

4. Acknowlegements

*4.1. Registration on SAM.gov**

For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

☐ Yes
☐ No

*Response required

When equals "Yes"

*4.1.1. Please provide your UEI#**

*Response required

*4.2. Registration on Sunbiz.org**

☐ Yes
☐ No

*Response required

When equals "Yes"

*4.2.1. Please provide your Sunbiz.org Document Number**

*Response required

When equals "Yes"

*4.2.2. Please upload your Sunbiz.org certificate.**

*Response required

4. Contract Execution

CONTRACT
FOR
Air Traffic Control Tower Rehabilitation

This Contract, entered into this _____ day of _____, 20___ by and between the Flagler County Board of County Commissioners, hereinafter called the **COUNTY**, and _____ , hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

1. The Contract shall consist of the following, all of which are hereby made a part thereof:
    1. Advertisement for Bids, Instructions to Bidders, Bidders Check List, Standard General Conditions, Standard Terms and Conditions and the Bid with any accompanying documents.
    2. Plans and Specifications, Special Provisions, Technical Specifications, Project Permits, any Addendum (No. __) or other information provided to the prospective bidders prior to receipt of bids.
    3. Bid Bond and Payment and Performance Bond
    4. Insurance Certificate(s)
    5. Project Forms

2. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract, now on file in the Office of the Clerk of the Circuit Court at the Flagler Courthouse, Bunnell, Florida, described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.

3. The **CONTRACTOR** agrees to commence the work to be done under this Contract on the date to be specified in the Notice to Proceed and fully complete all work hereunder within Two Hundred Forty (240) calendar days from the date set forth in the Notice-to-Proceed as completion date.

4. The **COUNTY** agrees to pay the **CONTRACTOR** for the faithful performance under this Contract the approximate amount of _____ ($_____) based on the estimated quantities and unit or lump sum prices contained herein and subject to additions or deductions as herein provided.

ATTEST: **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

_____ _____

Tom Bexley, Clerk of the Circuit Court and Comptroller **Chair**

APPROVED–AS-TO-FORM

_____

Sean Moylan, Deputy County Attorney

ATTEST: **CONTRACTOR:**

BY:_____ **BY:** _____

(Signature) **(Signature)**

_____ _____

(Typed or Printed Name) **(Typed or Printed Name)**

_____ _____

(Title) **(Title)**

CORPORATE SEAL:

5. Standard Terms & Conditions

The following terms and conditions shall apply to the Contract, Agreement, Bid or Quote with Flagler County. The following shall prevail over any inconsistent provisions of the Contract, Agreement, Bid or Quote.

1. Late payments of any sum due by Flagler County shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

2. This Agreement shall be construed under the laws of the State of Florida, except its conflict of laws provisions, and venue for any disputes shall be in 7th Judicial Circuit in and for Flagler County, Florida. If any provision of this Agreement is in conflict with any applicable statutes, rule or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

3. If the vendor is contracted to provide products, such products shall be free of all liens, claims or encumbrances, and the vendor warrants that is has clear title to the products being delivered.

4. If the vendor is contracted to provide services, such services shall be fully satisfactory to the County as determined by the County.

5. The County retains the right to reject any product or service with which it is not completely satisfied and may in such situations withhold payment until the product or service is made acceptable, or may reduce the amount it owes under the Contract, Agreement, Bid or Quote, or may rescind the Contract Agreement, Bid or Quote.

6. The vendor shall provide the County with any data, reports or other information as required and requested by the County to enable it to utilize the product or service furnished by the vendor. At the convenience of and at no expense to Flagler County, the vendor may be required to provide training to County employees in the operation and maintenance of any item purchased unless otherwise specified.

7. In furnishing the service or product to the County, the vendor shall comply with all Federal, State, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the Contract, Agreement, Bid or Quote.

8. The vendor shall hold the County harmless from all claims, damages, costs, including reasonable attorneys fees, expert witness fees, consultant fees and litigation expenses, arising out of the vendor's delivery of the product or service to the County for any negligent acts, errors, or omissions by the vendor, its employees or its agents. The parties to the Agreement hereby acknowledge that specific consideration has been given for this indemnity clause. To conform with F.S.725.06 in the event the Contract, Agreement, Bid or Quote involves a construction project within the meaning of the statute, the County is providing a specific consideration to the vendor of one dollar ($1.00) paid in hand, which vendor hereby accepts as fulfilling the obligations of the statute. The obligations of this paragraph shall survive the acceptance of any goods and/or performance, and payment therefore by the County.

9. Flagler County is obligated only to the extent that funds are included in the County's fiscal year and/or capital budget. Should the County not include funds for this expense the Agreement is null and void.

10. Flagler County does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §1324(a). Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by Flagler County.

11. The vendor will not discriminate against any employee in the performance of this Agreement, or against any applicant for employment, because of race, creed, color, handicap, national origin, or gender.

12. No waiver by the County for any right or remedy granted hereunder and no failure by the County to insist on strict performance shall affect or extent or act as a waiver of any other right or remedy of the County hereunder, nor shall it affect the subsequent exercise of the same right or remedy by the County for any further or subsequent default by the vendor.

13. Upon the award of a Bid, the County shall require evidence that the vendor's operations are covered by personal injury insurance, property damage liability insurance, worker's compensation insurance, and/or insurance coverage as follows:

INSURANCE: Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements at location of work*
Employer's Liability	$ 1,000,000 Each Occurrence
	$ 1,000,000 Disease, Aggregate
	$ 1,000,000 Disease, Each Employee
(b) Commercial General Liability	$ 5,000,000 Annual General Aggregate
	$ 5,000,000 Products-Comp. Ops Aggregate
	$ 2,000,000 Each Occurrence
	$ 1,000,000 Fire Damage
	$ 5,000 Medical Expense
(c) Automobile Liability	$1,000,000 Combined Single Limit (owned, hired and non-owned)
Option of Split Limits:	

(1.) Bodily Injury	$ 1,000,000 Per Person
	$ 1,000,000 Per Accident
	$ 2,000,000 General Aggregate
(2.) Property Damage	$ 1,000,000 Each Occurrence
	$ 2,000,000 General Aggregate
(d) Professional Liability	$1,000,000 Per Claim
(when applicable)	$1,000,000 Annual Aggregate

(e) Builder's Risk/Installation Floater (If over $25,000) with a Deductible of $10,000 or less.

Roadways/Buildings	100% of Completed Value
Machinery/Equipment	100% of Value

*Note: If the Contractor is using "leased employees" or employees obtained through professional employer organizations ("PEO's"), proof shall be provided to ensure that such employees are covered by Worker's Compensation insurance through the PEO's or other leasing entity/ies. Proof shall also be provided to ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to the Florida Department of Transportation, the County, and shall include the Department and Flagler County as additional insureds, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the Department and the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the County, Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Florida Department of Transportation and Flagler County as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (ten (10) days). The cancellation clause should read as follows: "Should any of the described policies be canceled or materially modified before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice

to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall then be ten (10) days unless a longer time is prescribed by Florida Statutes."

In addition, the Contractor and its subcontractors shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under this agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The State of Florida Department of Transportation to be made an Additional Insured as to such insurance. Such insurance shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The Coverage afforded the Department of Transportation and Flagler County as an Additional Insured shall be primary as to any other available insurance and shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under this Agreement and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of this Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department of Transportation and Flagler County shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein.

The COUNTY will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the COUNTY. Notices, in original and one copy of cancellation, termination and alteration of such policies shall also be provided to the agent of the COUNTY.

14. Where required by the County, the vendor shall furnish a satisfactory performance and payment bond within thirty (30) calendar days after notification of the Bid award, unless a different time is agreed upon or specified by the County. Failure to furnish a bond within the required period shall be cause for rejection of the Bid and Bid deposit may be retained by the County as payment for damages.

15. No Contract, Agreement, Bid or Quote, nor any part thereof, shall be assigned or delegated without the County's advance written consent. Such consent shall neither relieve the vendor from its obligations nor change the terms of the Agreement. If the County consents to assignment, the vendor agrees to include in the subcontract a provision that the subcontractor shall hold the Florida Department of Transportation and Flagler County harmless against all claims of whatever nature arising out of the subcontractor's performance of work.

16. Insofar as this Agreement may delegate governmental or legislative functions to a private entity, and the private entity would be subject to public records laws codified in Chapter 119, Florida Statutes, and the public meeting requirements codified in Chapter 286, Florida Statutes, the vendor acknowledges familiarity

with the above-referenced statutes and agrees to comply with the same unless the public records are specifically exempted or the meeting is specifically not subject to the provisions of Chapter 286, Florida Statutes. The County may unilaterally cancel this Agreement for any improper refusal by provider to hold a meeting or provide public access to public records as required by Chapter 119, Florida Statutes, made or received by the provider in conjunction with this Agreement.

17. The Contractor and any subcontractors shall comply with all Federal, State, County, and City laws, rules, regulations and codes applicable and all terms and conditions of the State of Florida Department of Transportation State-Funded Grant Agreement applicable to this Project.

6. Standard General Conditions

ARTICLE 1 -DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents or the Contract Documents.

Agreement: The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Agreement Amendment: A written order to CONTRACTOR signed by COUNTY, CONTRACTOR and SURETY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time and Surety Amount issued after the effective date of the Agreement.

Application for Payment: The form accepted by Engineer which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid: The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds: Bid, Performance, Payment and Warranty bonds and other instruments of security.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Advertisement, Instructions To Bidders, CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Agreement), the Bonds, the Standard Terms & Conditions, these General Conditions, the Special Provisions, Project Permits, related information/documentation provided to the Bidders, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all Modifications issued after the execution of the Agreement, now on file in the Office of the Clerk of Circuit Court at the Flagler County Courthouse, Bunnell, Florida.

Contract Price: The moneys payable by COUNTY to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time: The number of calendar days or the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm, or corporation with whom OWNER has entered into the Agreement.

COUNTY: Flagler County, Florida

DAY: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date, on which the Agreement is signed and delivered by the last of the two (2) parties to sign and deliver.

ENGINEER: The Flagler County Engineer or authorized representative.

Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

Final Completion: The date indicated in the Final Completion Certificate upon which the Work is declared to be complete and all guarantees and warranties begin.

Modification: (a) A written Agreement, amending the Contract Documents signed by both parties, (b) a Field Order. A Modification may only be issued after the effective date of the Agreement.

Notice of Award: The written notice by COUNTY to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, COUNTY will sign and deliver the Agreement.

Notice to Proceed: The written notice given by the ENGINEER to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

Owner: Flagler County, Florida

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative: The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data, which are specifically prepared by CONTRACTOR, a subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Special Provisions: Those portions of the Contract Documents consisting of written descriptions of Specifications, Conditions, Material, Equipment, Standard, workmanship, and administrative detail particular or peculiar to a Specific Project.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct Contract with CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with Article 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 When CONTRACTOR delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to COUNTY such Bonds, as CONTRACTOR may be required to furnish in accordance with Paragraph 5.1.

2.2 COUNTY shall furnish to CONTRACTOR up to five (5) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 The Contract time will commence to run on the day indicated in the Notice-to-Proceed.

2.4 CONTRACTOR shall start to perform the Work on the date the Contract Time commences to run, but no Work shall be done at the site prior to that date.

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER, any conflict, error, or discrepancy, which CONTRACTOR may discover.

2.6 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit an estimated progress schedule indicating the starting and completion dates of the various stages or phases of the Work, to ENGINEER for review and acceptance. This schedule may be in form of a bar chart or an illustrative schedule utilizing the Critical Path Method of planning.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to COUNTY, certificates (and other evidence of insurance requested by COUNTY), which CONTRACTOR is required to purchase and maintain in accordance with Article 5, with a copy to ENGINEER.

2.8 Within twenty (20) days after the effective date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference will be held for review and acceptance of the schedules referred to in

Paragraph 2.6, to establish procedures for handling Shop Drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3-CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 The Contract Documents comprise the entire Agreement between COUNTY and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall take no advantage of such conflict, error or discrepancy but shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby.

3.3 It is the intent of the Specifications and Drawings to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words, which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of COUNTY, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in Paragraph 9.6.

ARTICLE 4 -AVAILABILITY OF LANDS; PHYSICAL CONDITION; REFERENCE POINTS

4.1 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially for those indicated or referred to in the Contract Documents. ENGINEER will promptly review those conditions and shall notify Contractor of any revisions to the Work that may be necessary. If he determines further investigations or tests are needed he will cause them to be made and will provide copies of such procedures to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions, which differ materially from those, indicated in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, an Agreement Amendment shall be issued incorporating the necessary revisions.

4.2 All Work shall take place on Public Rights-of-Way, unless specifically otherwise shown on the plans or in the other Contract Documents.

ARTICLE 5 - BONDS & INSURANCE

5.1 If the Surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to COUNTY.

5.2 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

5.2.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.2.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.2.4 Claims for damages insured by personal injury liability coverage, which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR or (ii) by any other person for any other reason;

5.2.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this Article 5.2 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Standard Terms and Conditions of the Contract Agreement, or required by law, whichever is greater. All insurance shall be in accordance with the requirements and criteria identified in the Standard Terms and Conditions of the Contract Agreement. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Article 13. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two (2) years after final payment and furnish COUNTY with evidence of continuation of such insurance at final payment and one (1) year thereafter.

5.3 The comprehensive general liability insurance required by Paragraph 5.2 will include Contractual liability insurance applicable to CONTRACTOR's obligations and responsibilities under Article 6.0.

ARTICLE 6-CONTRACTOR'S RESPONSIBILITIES:

6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques,

sequences, procedures and construction, which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep a competent resident Superintendent on the Work at all times, who shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The Superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR.

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall maintain good discipline and order at the site at all times. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Special Provisions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without ENGINEER'S written consent.

6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

6.7 Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by ENGINEER, if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in Paragraphs 6.7.1 and 6.7.2 below.

6.7.1 Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment

CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function

as that specified. The application will state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change, all of which shall be considered by the ENGINEER, who may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

ENGINEER will be the sole judge of acceptability, and no substitute will be ordered or installed without ENGINEER's prior written acceptance. COUNTY may require CONTRACTOR to furnish, at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

6.7.2 ENGINEER will record time required by ENGINEER in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse COUNTY for the engineering charges involved in evaluating any proposed substitute.

6.8 CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY may have reasonable objection. A Subcontractor or other person or organization identified in writing to ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by ENGINEER prior the Notice of Award will be deemed acceptable by ENGINEER. Acceptance of any Subcontractor, other person, or organization by ENGINEER shall not constitute a waiver of any right of ENGINEER to reject defective Work. If ENGINEER, after due investigation, has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR, after the Notice of Award, CONTRACTOR shall submit an acceptable substitute.

6.9 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent the CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any Contractual relationship between COUNTY and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of COUNTY to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. COUNTY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.10 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate Agreement between CONTRACTOR and the Subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY and contains provisions required by Article 5.

6.11 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of COUNTY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless COUNTY from and against all claims, damages, losses and expenses (including Attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.12 Unless otherwise provided in the Special Provisions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all charges and fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for connections required for performance of his Work.

6.13 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom: however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.14 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the law.

6.15 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

6.16 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for use by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

6.17 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.18 CONTRACTOR shall keep one (1) record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings, and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER upon completion of the Work.

6.19 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to CONTRACTOR that the Work is acceptable.

6.20 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to ENGINEER.

6.21 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contractor Documents caused thereby.

6.22 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with the accepted schedule of Shop Drawing submissions, three (3) copies (unless otherwise specified) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable ENGINEER to review the information as required.

6.23 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and

stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, CONTRACTOR shall, in writing, call ENGINEER's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

6.25 ENGINEER will review and approve Shop Drawings and samples, with reasonable promptness but ENGINEER's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and Contract Documents.

6.26 Where a Shop Drawing or sample is required by the Contract Documents, no related Work shall commence until the submittal has been reviewed and approved by ENGINEER.

6.27 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation, nor shall any concurrence and approval to the specific deviation, nor shall any concurrence or approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

6.28 CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing.

6.29 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY and its agents and employees from and against all claims, damages, losses and expenses including but not limited to Attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.30 No Work shall be done or materials used, without suitable supervision or inspection by the ENGINEER or ENGINEER’S representative, and the CONTRACTOR shall furnish the ENGINEER with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements

and intent of the Specifications. If the ENGINEER so requests, the CONTRACTOR shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the Work so exposed and examined. Should the Work thus exposed and examined prove unacceptable the covering, removing, and the replacing of the covering or making good of the parts removed shall be at the CONTRACTOR'S expense. However, should the Work thus exposed and examined prove acceptable the uncovering or removing and the replacing of the covering or making good of the parts removed shall be paid for as extra Work.

ARTICLE 7-WORK BY OTHERS

7.1 COUNTY may perform additional Work related to the Project by itself, or have additional Work performed by utility service companies, or let other direct Contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other Contractors who are parties to such direct Contracts (or COUNTY, if COUNTY is performing the additional Work with COUNTY employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of CONTRACTOR's Work depends for proper execution or results upon the Work of any such other Contractor or utility service company (or COUNTY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the other Work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other Work.

7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other Work. CONTRACTOR shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of ENGINEER and the others whose Work will be affected.

7.4 If the performance of additional Work by other Contractors or utility service companies or COUNTY was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional Work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involve additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make claim therefor as provided herein after.

ARTICLE 8-COUNTY'S RESPONSIBILITIES

8.1 COUNTY shall issue all communications to CONTRACTOR through ENGINEER.

8.2 COUNTY shall furnish the data required of COUNTY under the Contact Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided for herein after.

8.3 In connection with COUNTY'S right to stop Work or suspend Work, see Articles 13 and 15.

ARTICLE 9-ENGINEER'S STATUS DURING CONSTRUCTION

9.1 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for COUNTY a greater degree of confidence that the completed Work will conform to the Contract Documents.

9.2 ENGINEER will issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary with reasonable promptness, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of Interpretation justifies an increase in the Contract Price of Contract Time, CONTRACTOR may make a claim therefore as provided herein after.

9.3 ENGINEER will have authority to disapprove or reject Work, which is defective and will also have authority to require special inspection or testing of the Work as it is fabricated, installed or completed.

If during or prior to construction operations, the ENGINEER should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Owner to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects. Should the CONTRACTOR fail or refuse to remove or repair such defects in an acceptable or timely fashion then the County may, in its own judgment, exercise its option under Paragraph 13.9.

9.4 In connection with ENGINEER's responsibilities as to Agreement Amendments, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

9.6 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER within fifteen (15) days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate date.

9.7 The rendering of a decision by ENGINEER pursuant to Paragraph 9.6 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment)

will be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as he may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

9.8 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contact Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9 or 9.10.

9.9 COUNTY will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and COUNTY will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.10 COUNTY will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

10.1 Without invalidating the Agreement, COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work. Such addition, deletions, or revisions that result in additions to the amount of work, or the time required to perform it, will be authorized by Agreement Amendment. Upon receipt of an Agreement Amendment, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents.

10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefore as provided for herein after.

10.3 Additional Work performed without authorization of an executed Agreement Amendment will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time.

10.4 COUNTY shall execute appropriate Agreement Amendment prepared by ENGINEER covering changes in the Work which are required by COUNTY, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in Article 11, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER and agreed to by COUNTY.

10.5 Notice of any change affecting the general scope of the Work or change in the Contract Price is required to be given to the Bond Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and

the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to COUNTY.

ARTICLE 11 -CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by an Agreement Amendment. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen (15) days of the occurrence of the event-giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be reviewed by ENGINEER and recommended to COUNTY. Any change in the Contract Price resulting from any such claim shall be incorporated in an Agreement Amendment.

11.3 The value of any Work covered by an Agreement Amendment or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 On the basis of the Cost of the Work (determined as provided in Paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided for Paragraph 11.6).

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by COUNTY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by COUNTY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by COUNTY.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection

therewith. All cash discounts shall accrue to CONTRACTOR unless COUNTY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to COUNTY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors acceptable to CONTRACTOR and shall deliver such Bids to ENGINEER who will determine which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work such costs shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents in so far as applicable.

11.4.4 Costs of special Consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors. lawyers and accountants) employed for service specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen which are consumed in the performance of the Work and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 For any machinery or special equipment (other than small

tools), including fuel and lubricant, the Contractor will receive 100% of the “Rental Rate Blue Book” for the actual time that such equipment is in operation on the work, and 50% of the “Rental Rate Blue Book” for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the “Rental Rate Blue Book for Construction Equipment” or the “Rental Rate Blue Book for Older Construction Equipment,” whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating

Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The COUNTY will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the COUNTY will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

11.4.5.4 The COUNTY is not liable for sales tax.

11.4.5.5 Deposits lost for causes other than CONTRACTOR's negligence, royalty payments, and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of COUNTY. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated herein after.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall ***not*** include any of the following:

11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other

personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Subparagraph 11.4.1 all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTORs office at the site.

11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4 Cost of premiums for all Bonds and for all insurance, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.4.

Contractor's Fee:

11.6 The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 A mutually acceptable fixed fee; or if none can be agreed upon:

11.6.2 A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 For costs incurred under Paragraphs 11.4.1 and 11.4.2, the Contractor's Fee shall be ten (10) percent.

11.6.2.2 For costs incurred under Paragraph 11.4.3, the Contractor's Fee shall be five (5) percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten (10) percent, and

11.6.2.3 No fee shall be payable on the basis of costs itemized under Paragraphs 11.4.4, 11.4.5 and 11.5.

11.7 The amount of credit to be allowed by CONTRACTOR to COUNTY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

11.8 Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4 and 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9 Where the quantity of Work with respect to an item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents an appropriate Agreement Amendment shall be issued on recommendation of ENGINEER and approval by COUNTY to adjust the unit price.

11.10 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Agreement Amendment issued. CONTRACTOR agrees that the original Contract Price includes such sums, as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

ARTICLE 12-CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may only be changed by an Agreement Amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen (15) days of the occurrence of the event, giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER and forwarded to COUNTY for approval. Any change in the Contract Time resulting from any such claim shall be incorporated in an Agreement Amendment.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by COUNTY or others performing additional Work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delays caused by the CONTRACTOR.

ARTICLE 13-WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.

13.1 CONTRACTOR warrants and guarantees to COUNTY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 ENGINEER and ENGINEER's representatives, other representatives of COUNTY,

testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.5 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 If required by ENGINEER, CONTRACTOR shall promptly, without cost to COUNTY and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work.

13.7 If within one (1) year or other period otherwise specified in the Contract Documents after the date of Final Completion, any Work is found to be defective, CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct such defective Work, or, if it has been rejected by COUNTY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, COUNTY may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

13.8 If, instead of requiring correction or removal and replacement of defective Work, COUNTY (prior to ENGINEER's recommendation of final payment) prefers to accept it, COUNTY may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, an Agreement Amendment shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation an appropriate amount shall be paid by CONTRACTOR to COUNTY.

13.9 If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), COUNTY may, after seven (7) days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph, COUNTY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto. CONTRACTOR shall allow COUNTY, COUNTY's representatives, agents and employees such access to the site as may be necessary to enable

COUNTY to exercise its rights under this Paragraph. All direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and an Agreement Amendment shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by COUNTY of COUNTY's rights hereunder.

ARTICLE 14-PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 At least ten (10) days prior to submitting the first Application for a progress payment, CONTRACTOR shall submit to ENGINEER a progress schedule, a final schedule based on the schedule submitted as required in Paragraph 2.6, a schedule of Shop Drawing submission (where applicable) and, where applicable, a schedule of values of the Work. These schedules shall be satisfactory in form and substance to ENGINEER. The schedule of values shall include quantities and unit prices aggregating the Contract Price, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

14.2 Payments for work performed are to be made by the Board of County Commissioners upon recommendation of the ENGINEER. Only one (1) progress payment will be allowed within one (1) Calendar Month. CONTRACTOR shall submit to ENGINEER for review an Application for Payment on the form supplied with the Contract Documents or an acceptable facsimile thereof. At no time shall the COUNTY make progress payments beyond the amount due for the Work performed minus five percent (5%) retainage withheld as an allowable percentage under the Local Government Prompt Payment Act. Request shall be accompanied by such supporting documentation as is required by the Contract Documents or as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to COUNTY, as will establish COUNTY's title to the material and equipment and protect COUNTY's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit from CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Three (3) signed copies of the Application for Payment are required, accompanied by the Release of Lien specified herein.

14.3 Any and all Applications for Payment must be accompanied by a partial Release of Lien (for progress payments) or a final (for final payments) Release of Lien. Such Release shall certify that all Subcontractors and Suppliers have been paid in full for all Work and supplies provided up to the date of the Application for Payment.

14.4 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of

payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.5 ENGINEER will, within ten (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application for Payment to COUNTY, or return the Application for Payment to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application for Payment. COUNTY shall, within the period of time specified by the Florida Statues pay CONTRACTOR the amount recommended.

14.6 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to COUNTY that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7 ENGINEER may refuse to recommend the whole or any part of any Application for Payment if, in his opinion, it would be incorrect to make such representations to COUNTY. He may also refuse to recommend any such Application for Payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such Application for Payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect COUNTY from loss because:

14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2 written claims have been made against COUNTY or Liens have been filed in connection with the Work.

14.7.3 the Contract Price has been reduced because of Modifications.

14.7.4 COUNTY has been required to correct defective Work or complete the Work in accordance with Paragraph 13.7.

14.7.5 of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or

14.7.6 CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials, or equipment.

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make a joint inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to COUNTY a tentative Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final Application for Payment.

14.9 COUNTY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.10 Use by COUNTY of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any part of the Work which COUNTY believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a Certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to COUNTY and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final Application for Payment.

14.10.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, COUNTY may take over operation of the facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, COUNTY and CONTRACTOR have agreed as to the division of responsibilities between COUNTY and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.11 Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER, a Certificate of Final Completion has been issued, and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.15), CONTRACTOR may make final Application for Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to COUNTY) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or

its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final Application for Payment. If any subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten (10) days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for Payment to COUNTY for payment. Thereupon ENGINEER will give written notice to COUNTY and CONTRACTOR that the Work is acceptable. Otherwise, ENGINEER will return the final Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final Application for Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the final Application for Payment. If the final Application for Payment and accompanying documentation are appropriate as-to-form and substance, COUNTY shall, within the time limitations set forth in Florida Statues pay CONTRACTOR the amount recommended by ENGINEER.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed thereof and if ENGINEER so confirms, COUNTY shall upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by COUNTY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, as required by Contract Document, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for Payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.15 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by COUNTY, nor any act of acceptance by COUNTY nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Paragraph 14.13, nor any correction of defective Work by COUNTY shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

14.16 The making and acceptance of final payment shall constitute:

14.16.1 a waiver of all claims by COUNTY against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by COUNTY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by CONTRACTOR against COUNTY other than those previously made in writing and still unsettled.

ARTICLE 15-SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK: COUNTY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR, which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed.

CONTRACTOR may be allowed an increase in the Contact Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

15-2 DEFAULT AND TERMINATION OF CONTRACT

15.2.1 DETERMINATION OF DEFAULT: The following acts or omissions constitute acts of default and, except as to subparagraphs (i and k), the COUNTY will give notice, in writing, to the CONTRACTOR and his surety for any delay, neglect or default, if the CONTRACTOR:

(a) fails to begin the work under the Contract within the time specified in the Notice to Proceed;

(b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;

(c) performs the work unsuitably, or neglects or refuses to remove materials or to perform anew such work that the ENGINEER rejects as unacceptable and unsuitable;

(d) discontinues the prosecution of the work, or fails to resume discontinued work within a reasonable time after the ENGINEER notifies the CONTRACTOR to do so;

(e) becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;

(f) allows any final judgment to stand against him unsatisfied for a period of ten calendar days;

(g) makes an assignment for the benefit of creditors;

(h) fails to comply with Contract requirements regarding minimum wage payments or EEO requirements;

(i) fails to comply with the ENGINEER'S written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order; or

(j) for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the COUNTY.

(k) fails to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONTRACTOR in conjunction with

this Contract. Failure to grant such public access will be grounds for immediate termination of this Contract by the COUNTY.

For a notice based upon reasons stated in subparagraphs (a) through (h) and (j): if the CONTRACTOR, within a period of ten calendar days after receiving the notice described above, fails to correct the conditions of which complaint is made, the COUNTY will, upon written certificate from the ENGINEER of the fact of such delay, neglect, or default and the CONTRACTOR'S failure to correct such conditions, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

If the CONTRACTOR, after having received a prior notice described above for any reason stated in subparagraph (b), (c), (d), (e), (f) or (h), commits a second or subsequent act of default for any reason covered by the same subparagraph (b), (c), (d), (e), (f) or (h) as stated in the prior notice, and regardless whether the specific reason is the same, then, regardless of whether the CONTRACTOR has cured the deficiency stated in that prior notice, the COUNTY will, upon written certificate from the ENGINEER of the fact of such delay, neglect or default and the CONTRACTOR'S failure to correct such conditions, have full power and authority, without any prior written notice to the CONTRACTOR and without violating the Contract, to take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

Regarding subparagraph (i), if the CONTRACTOR fails to comply with the ENGINEER'S written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order, the COUNTY will, upon written certificate from the ENGINEER of the fact of such delay and the CONTRACTOR'S failure to correct that condition, have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

Regarding subparagraph (k), if the CONTRACTOR fails to comply with the FDOT Standard Specifications for Road and Bridge Construction Section 3-9, the COUNTY will have full power and authority, without violating the Contract, to immediately take the prosecution of the work out of the hands of the CONTRACTOR and to declare the CONTRACTOR in default.

The COUNTY has no liability for anticipated profits for unfinished work on a Contract that the COUNTY has determined to be in default.

Notwithstanding the above, the COUNTY shall have the right to declare the CONTRACTOR (or its "affiliate") in default and immediately terminate this Contract, without any prior notice to the CONTRACTOR, in the event the CONTRACTOR (or its "affiliate") is at any time "convicted" of a "contract crime," as these terms are defined in Section 337.165(1), Florida Statutes. The COUNTY'S right to default the CONTRACTOR (or its "affiliate") for "conviction" of a "contract crime" shall extend to and is expressly applicable to any and all COUNTY Contracts that were either advertised for bid; for which requests for proposals or letters of interest were requested; for which an intent to award was posted or otherwise issued; or for which a Contract was entered into, after the date that the underlying or related criminal indictment, criminal information or other criminal charge was filed against the CONTRACTOR (or its "affiliate") that resulted in the "conviction." In the event the COUNTY terminates this Contract for this reason, the CONTRACTOR shall hereby forfeit any claims

for additional compensation, extra time, or anticipated profits. The CONTRACTOR shall only be paid for any completed work up to the date of termination. Further, the CONTRACTOR shall be liable for any and all additional costs and expenses the COUNTY incurs in completing the Contract work after such termination.

15.2.2 Termination of Contract for Convenience: The COUNTY may terminate the entire Contract or any portion thereof, if the COUNTY determines that a termination is in the COUNTY'S interest. The ENGINEER will deliver to the CONTRACTOR a Written Notice of Termination specifying the extent of termination and the effective date.

When the COUNTY terminates the entire Contract, or any portion thereof, before the CONTRACTOR completes all items of work in the Contract, the COUNTY will make payment for the actual number of units or items of work that the CONTRACTOR has completed, at the Contract unit price, and according to the formulas and provisions set forth in the FDOT Standard Specifications for Road and Bridge Construction Section 4-3.2 for items of work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The COUNTY will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts) except as provided in the FDOT Standard Specifications for Road and Bridge Construction Section 4-3.2 for partially completed work.

The COUNTY will consider reimbursing the CONTRACTOR for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the CONTRACTOR has completed is too small to compensate the CONTRACTOR for these expenses under the Contract unit prices.

The COUNTY may purchase at actual cost acceptable materials and supplies procured for the work, that the COUNTY has inspected, tested, and approved and that the CONTRACTOR has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the ENGINEER may designate.

Termination of a contract or a portion thereof, under the provisions of this Subarticle, does not relieve the CONTRACTOR or the surety of its responsibilities for the completed portion of the Contract or its obligations for and concerning any just claims arising out of the work performed.

All CONTRACTOR claims for additional payment, due to the COUNTY'S termination of the entire Contract or any portion thereof, must meet the requirements of the FDOT Standard Specifications for Road and Bridge Construction Section 5-12.

15.2.3 Completion of Work by County: Upon declaration of default, the COUNTY will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter into an agreement with others to complete the work under the Contract, or may use other methods to complete the work in an acceptable manner. The COUNTY will charge all costs that the COUNTY incurs because of the CONTRACTOR'S default, including the costs of completing the work under the Contract, against the CONTRACTOR. If the COUNTY incurs such costs in an amount that is less than the sum that would have been payable under the Contract had the defaulting CONTRACTOR completed the work then the COUNTY will pay the difference to the defaulting CONTRACTOR. If the COUNTY incurs such costs in an amount that exceeds the

sum that would have been payable under the Contract, then the COUNTRACTOR and the surety shall be liable and shall pay the COUNTY the amount of the excess.

If, after the ten day notice period and prior to any action by the COUNTY to otherwise complete the work under the Contract, the CONTRACTOR establishes his intent to prosecute the work in accordance with the COUNTY'S requirements, then the COUNTY may allow the CONTRACTOR to resume the work, in which case the COUNTY will deduct from any monies due or that may become due under the Contract, any costs to the COUNTY incurred by the delay, or from any reason attributable to the delay.

ARTICLE 16-MISCELLANEOUS

16.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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

16.3 Should COUNTY or CONTRACTOR suffer injury or damage to his person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR all of the rights and remedies available to COUNTY thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or Contract, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

7. Pricing Proposal

BID SCHEDULE A - STRUCTURAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	--	GENERAL REQUIREMENTS	1	LS		
2	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
3	--	REPAIR, PATCH, OR RESTORE EXISTING ATCT CONCRETE WALLS	1	LS		
4	--	REMOVE AND REPLACE WITH NEW, ATCT TOWER CAB CATWALK WITH NEW ALUMINUM BEAMS, STRUCTURAL GRATING, AND GUARDRAILS	1	LS		
5	--	CLEAN, REMOVE CORROSION, AND INSPECT ATCT CAB/CATWALK STRUCTURAL STEEL	1	LS		
6	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS		
TOTAL						

BID SCHEDULE A - STRUCTURAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
7	--	ATCT CAB/CATWALK STRUCTURAL STEEL REPLACEMENT ALLOWANCE	1	ALLOW	$75,000.00	
TOTAL						

BID SCHEDULE B - ARCHITECTURAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
8	--	GENERAL REQUIREMENTS	1	LS		
9	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
10	--	REMOVE AND REPLACE EXISTING ROOF SYSTEM INCLUDING INSULATION AND DRAINS	1	LS		
11	--	REMOVE AND REPLACE WITH NEW, LIGHTNING PROTECTION SYSTEM	1	LS		
12	--	REMOVE AND REPLACE METAL WALL PANEL SYSTEM AND COPING CAP	1	LS		
13	--	REMOVE AND REPLACE ROOF HATCH AND LADDER	1	LS		
14	--	REMOVE AND REPLACE HVAC CURBS	1	LS		

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
15	--	REMOVE AND REPLACE WINDOW SEALANT ON WINDOWS IN EXTERIOR CONCRETE WALL PANELS	1	LS		
16	--	REPAIR WINDOWS ON THE TOP FLOOR OF THE ATCT	1	LS		
17	--	REMOAVE AND REPLACE JOINT SEALANT & REPAINT ATCT EXTERIOR WALLS	1	LS		
18	--	ATCT INTERIOR REPAIRS AND REHABILITATION	1	LS		
19	--	REMOVE AND REPLACE CATWALK ACCESS DOOR	1	LS		
20	--	REMOVE AND REPLACE EXTERIOR HOLLOW METAL DOOR AND DOOR HARDWARE	1	LS		
21	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS		
TOTAL						

BID SCHEDULE B - ARCHITECTURAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
22	--	UNFORESEEN ARCHITECTURAL REPAIRS ALLOWANCE	1	ALLOW	$15,000.00	

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL						

BID SCHEDULE C - MECHANICAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
23	--	GENERAL REQUIREMENTS	1	LS		
24	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
25	--	REMOVE AND REPLACE 1-TON MINI SPLIT AHU AND CU	1	LS		
26	--	REMOVE AND REPLACE ALL PTAC UNITS	1	LS		
27	--	REMOVE AND REPLACE ROOFTOP RTU'S	1	LS		
28	--	REMOVE AND REPLACE TOWER CAB ACOUSTIC TILES & AIR TERMINAL DEVICES	1	LS		
29	--	REROUTE CONDESATE DRAIN LINES DOWN BUILDING EXTERIOR THROUGH ATCT CATWALK	1	LS		
30	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS		
TOTAL						

BID SCHEDULE C - MECHANICAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
31	--	UNFORESEEN MECHANICAL REPAIRS ALLOWANCE	1	ALLOW	$15,000.00	
TOTAL						

BID SCHEDULE D - ELECTRICAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
32	--	GENERAL REQUIREMENTS	1	LS		
33	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
34	--	PERFORM FUNCTION TESTING OF BACKUP GENERATOR AND PROVIDE REPORT	1	LS		
35	--	REFEED ALL EXISTING OR PROPOSED MECHANICAL UNITS	1	LS		
36	--	REMOVE AND REPLACE TWO (2) BUILDING EXTERIOR LIGHTS WITH LED LIGHTS	1	LS		
37	--	INSTALL NEW LED ATCT BUILDING UPLIGHTING	1	LS		
38	--	REMOVE AND REPLACE ALL BUILDING INTERIOR LIGHT FIXTURES WITH LED EQUIVALENT	1	LS		
39	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS		

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL						

BID SCHEDULE D - ELECTRICAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
40	--	UNFORESEEN ELECTRICAL REPAIRS ALLOWANCE	1	ALLOW	$15,000.00	
TOTAL						

BID SCHEDULE E - ACCESS CONTROL SYSTEM REPLACEMENT

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
41	--	GENERAL REQUIREMENTS	1	LS		
42	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
43	--	REMOVE AND REPLACE EXTERIOR VEHICULAR GATE ACCESS CONTROL SYSTEM	1	LS		
44	--	REMOVE AND REPLACE ATCT EXTERIOR BUILDING AND ELEVATOR ACCESS COTNROL SYSTEMS	1	LS		
45	--	PROVIDE SYNCED ACCESS CONTROL FOR EXTERIOR VEHICULAR GATE, BUILDING ACCESS, AND ELEVATOR ACCESS (SINGLE CARD SYSTEM)	1	LS		

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
46	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS		
TOTAL						

BID SCHEDULE F - CIVIL/SITE IMPROVEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
47	--	GENERAL REQUIREMENTS	1	LS		
48	C-105	MOBILIZATION (10% MAXIMUM)	1	LS		
49	P-632	SEAL-COAT/REJUVENATE EXISTING PARKING LOT ASPHALT PAVEMENT	3,500	SF		
50	--	RE-PAINT EXISTING BOLLARDS	2	EACH		
51	--	REMOVE, REINSTALL, AND PAINT CONCRETE PARKING BLOCKS (YELLOW)	5	EACH		
52	T-904	SODDING AND RESTORATION	1	LS		
53	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS		
TOTAL						

PROJECT FORMS

ARTICLE 1 - INSTRUCTIONS

1.1. **The following forms and certificates are samples of those to be used by the Contractor for submissions for Contractual and administrative requirements.**

1.2. **Requirements and instructions on the forms constitute extensions of, or additions to, the Contractual conditions of the Contract and the general requirements of the specification.**

1.3. **Do not detach, or otherwise remove sample project forms from specifications.**

1.4. **Prepare all forms as required with all blank spaces filled in, in ink or typewritten.**

1.5 **Submit all Forms to the Office of the County Engineer**

ARTICLE 2 - PROJECT FORM LISTING

Part 1: Standard Contract Administration Forms

Application and Certificate for Payment (PF – 2) *(Prepared and submitted by prime contractor monthly for progress payment)*

Continuation Sheet (PF – 3) *(Prepared and submitted by prime contractor as itemized breakdown of monthly progress payment)*

Agreement Amendment (PF – 4) *(Prepared by Engineer for contract revision)*

Contractor's Affidavit for Payment of Debts and Claims (PF – 5) *(Prepared and submitted by prime contractor as part of project close-out documentation to be accompanied by separate release or waivers of lien from sub-contractors and material and equipment suppliers)*

Contractor's Affidavit of Release of Liens (Final Release) (PF – 6) *(Prepared and submitted by prime contractor as part of project close-out documentation)*

Consent of Surety Company To Final Payment (PF – 7) *(Prepared and submitted by prime contractor as part of project close-out documentation)*

Partial Release of Lien (PF – 8) *(Submitted monthly by prime contractor with each invoice beginning with the second progress payment application)*

Conditional Final Release and Waiver of Lien (PF – 9) *(Prepared and submitted by prime contractor as part of project close-out documentation)*

Final Release of Lien (PF -10) *(Prepared and submitted by prime contractor as part of project close-out documentation)*

Certificate of Substantial Completion (PF – 11) *(Prepared by Engineer)*

Certificate of Final Completion (PF – 12) *(Prepared by Engineer)*

PAYMENT APPLICATION FORM

FLAGLER COUNTY APPLICATION FOR PAYMENT NO. _____

Project Name & No.: _____

CONTRACTOR: _____
(Address:) _____
_____

ENGINEER: Flagler County Engineering Dept.
1769 E. Moody Blvd. Bldg. 2
Bunnell, Florida 32110

Payment in the amount shown is due for work performed during the period of _____ thru _____, as detail on the attached Schedule of Payments. The present status of the Account for this Contract is :

AMENDMENTS TO CONTRACT			PAYMENT DUE THIS APPLICATION	
CHANGE ORDER No.____ Approval **DATE**	**ADDITION**	**DEDUCTION**	ORIGINAL CONTRACT SUM	$
			NET REVISIONS	$
			CONTRACT SUM TO DATE	$
			TOTAL COMPLETE TO DATE	$
			Less: Retainage @ ____%	$
			EARNED LESS RETAINAGE	$
			PAYMENT FOR STORED MATERIALS	$
			TOTAL LESS RETAINAGE	$
TOTAL REVISIONS			LESS PREVIOUS PAYMENTS MADE	$

NET REVISIONS: $_____ **AMOUNT DUE THIS APPLICATION $_____**

The undersigned certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and/or any Amendments thereto, that all amounts due Subcontractors and Suppliers for Work, for which previous Applications for Payment were issued and payment has been received from Flagler County, has been paid by him; that all Subcontractors and Suppliers have issued Releases of Lien and the current payment shown herein is now due.

CONTRACTOR:_____

BY: _____

SIGNED: _____

DATE: _____

Subscribed & Sworn to before me this ____day of _____, _____ .

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

RECOMMENDED FOR ACCEPTANCE AND PAYMENT: _____

DATE: _____

COUNTY ENGINEER: _____

PF - 2

APPLICATION FOR PAYMENT CONTINUATION FORM

FLAGLER COUNTY - CONTRACTOR'S APPLICATION FOR PAYMENT - SHEET _____ OF _____

PROJECT NAME: _____ **PROJ. NO.:** **SCHEDULE:** _____

CONTRACTOR: _____ **COVERING PERIOD:** _____ **THRU** _____

APPLICATION No. _____ **DATE:** _____ **BY:** _____ **REVIEWED BY:** _____

ITEM		CONTRACT QUANTITY	UNIT	UNIT PRICE	QUANTITY INSTALLED & COMPLETE			DOLLAR AMOUNT		
NO.	DESCRIPTION				PREVIOUS TOTAL	THIS PERIOD	TOTAL TO DATE	PREVIOUS TOTAL	THIS PERIOD	TOTAL TO DATE

PF - 3

AMENDMENT TO AN AGREEMENT
BETWEEN FLAGLER COUNTY
AND

Contractor Name_____
Project Name_____

County Project No. _____

Flagler County, Florida, a political subdivision (COUNTY) and_____ (CONTRACTOR) hereby enter into this _____Amendment to the Agreement executed on _____.

WHEREAS, COUNTY AND CONTRACTOR have entered into an Agreement for_____ on_____ ____ ,_____.

WHEREAS, the PARTIES have entered into a _____ Amendment on _____ ____ , ____ for the purpose of:

1. The ending date for the AGREEMENT subsequent to this Amendment.

2. All Terms and Conditions of the original Contract and any subsequent amendments thereto shall remain unmodified and shall remain in full force and effect.

3. This Amendment must be accepted by the CONTRACTOR and Contract Surety and must be approved by the Flagler County Board of County Commissioners to become effective.

	AMOUNT	**TIME**
Original Contract Agreement.....	$_____	_____

CHANGES BY PREVIOUS AMENDMENTS:

NO.	**DATE APPROVED**	
_____	_____	$_____
_____	_____	$_____

TOTAL CHANGES BY AMENDMENT NO. _____ thru _____ $_____

TOTAL CONTRACT prior to this Amendment (No. ____).....$_____

TOTAL This Amendment.....$_____

NEW CONTRACT (All Amendments)..... $_____

ACCEPTANCE: (CONTRACTOR)

I (We) agree to perform the work required by this Amendment No. _____ for the amount and within the time allocated all in accordance with Contract Plans, Specifications and related Documents.

NAME:

WITNESS:_____
(Signature)

_____
(Typed or Printed)

BY: _____ **DATE:**_____
(Signature)

WITNESS:_____
(Signature)

_____
(Typed/Printed Name & Title)

_____
(Typed or Printed)

SURETY

I (We) have reviewed the foregoing Contract and Amendment and have adjusted the Contract Sureties to Conform with this Amendment.

SURETY:_____

BY:_____ DATE:_____
(Signature)

_____
(Typed/Printed Name & Title)
(Agent-In-Fact Certification Attached)

RECOMMENDED:

_____
(Signature)

_____
(Date)

_____
(Typed/Printed Name & Title)

RECOMMENDED:
Flagler County Engineering Dept.

_____

_____
(Date)

APPROVED AS TO FORM:
Flagler County Legal Dept.

_____

_____
(Date)

APPROVED: FLAGLER COUNTY

BY:_____

_____
(Date)

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

OWNER
ENGINEER
CONTRACTOR
SURETY
OTHER

TO: (OWNER) : FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NO.: _____

CONTRACT FOR: _____

CONTRACTOR (NAME, ADDRESS)

_____

_____

_____

CONTRACT DATE:_____

STATE OF: _____

COUNTY OF: _____

The undersigned, pursuant to the Standard Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "NONE". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment, Whenever Surety is involved Consent of Surety is required.

Indicate attachments (YES___) (NO ____)

The following supporting documents should be attached hereto if required by the OWNER.

1. Contractor's Release or Waiver of Liens, conditional upon receipt of Final Payment.
2. Separate Release or Waivers of Leans from Sub-contractors and material and equipment suppliers to the extent required by the Owner, accomplished by a list thereof.
3. Contractor's Affidavit of Release of Liens

CONTRACTOR:_____

ADDRESS:_____

_____

BY: _____

Subscribed and Sworn to before me this _____ Day of _____, 20__

NOTARY PUBLIC: _____

My Commission Expires:_____

CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS

OWNER
ENGINEER
CONTRACTOR
SURETY
OTHER

TO: (OWNER) FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

PROJECT NO.: _____

CONTRACT FOR: _____

CONTRACTOR (NAME, ADDRESS)

_____

_____

_____

CONTRACT DATE:_____

STATE OF: _____

COUNTY OF: _____

The undersigned, pursuant to the Standard General Conditions of the Contract for Construction, hereby certifies that all Contractors, all Sub-contractors, all suppliers of material and equipment and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contact referenced above have been paid in full.

EXCEPTION: (If none, write "NONE". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception).

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of Final Payment.

2. Separate Release or Waivers of Liens from Sub-contractors and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: _____

ADDRESS:_____

_____

BY: _____

Subscribed and Sworn to before me this _____Day of _____, 20___

NOTARY PUBLIC:_____

My Commission Expires:_____

CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT

OWNER
ENGINEER
CONTRACTOR
SURETY
OTHER

TO: (OWNER)

FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS

PROJECT NO.: _____

CONTRACT FOR: _____

CONTRACTOR: (NAME, ADDRESS)

CONTRACT DATE:_____

_____

_____

_____

STATE OF: _____

COUNTY OF: _____

Pursuant to § 255.05(11), Florida Statutes, and in accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert Name and Address of Surety Company)

SURETY COMPANY:

on Bond of (Insert Name and Address of Contractor)

CONTRACTOR:

hereby approves of the Final Payment to the Contractor, and agrees that Final Payment to the Contractor shall not relieve the Surety Company of any of its obligations to (Insert Name and Address of Owner).

OWNER:
Flagler County Board of County Commissioners, with an address of 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110

as set for in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand the _____Day of _____, _____.

_____
SURETY COMPANY

ATTEST:
(SEAL)

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

_____
TITLE

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT
"PARTIAL RELEASE OF LIEN"

The undersigned Lienor, in consideration of $_____,
_____hereby waives and releases its lien and right to
(COMPANY/CONTRACTOR)
claim a lien for labor, services, or materials furnished through _____ to _____
(DATE) *(DATE)*
to the Flagler County Board of County Commissioners on the job of

PROJECT NO. _____

PROJECT NAME: _____

to the following described property: _____

_____

(DESCRIPTION OF PROPERTY)

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

This Partial Release is furnished in accordance with 713.2(3), Florida Statutes.

DATED on _____, 20 ____

By:_____
(Signature of Lienor)

_____
(Printed Name & Title)

Lienor's Name and Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20___
by _____.

_____
SIGNATURE OF NOTARY PUBLIC

_____
Print, Type or Stamp Commissioned Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PF – 8

CONDITIONAL FINAL RELEASE AND WAIVER OF LIEN

The undersigned Lienor, in consideration of $_____,
_____hereby waives and releases its lien and right to
(COMPANY/CONTRACTOR)
claim a lien for labor, services, or materials furnished through _____ to _____
(DATE) *(DATE)*
to the Flagler County Board of County Commissioners on the job of

PROJECT NO. _____

PROJECT NAME: _____

to the following described property: _____

_____
(Description of Property)

This undersigned certifies that all labor, services, and/or materials described herein have been provided to the execution and delivery of this document.

The Conditional Final Release and Lien Waiver is conditioned upon the undersigned receiving $_____ for the work described in this Release and Waiver.

The Conditional Final Release is furnished in accordance with 713.20, Florida Statutes.

DATED on _____, _____, 20 ____

By:_____
(Signature of Lienor)

_____
(Printed Name & Title)

Lienor's Name and Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF _____
Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20___
by _____.

_____
SIGNATURE OF NOTARY PUBLIC

_____
Print, Type or Stamp Commissioned Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of $_____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to the Flagler County Board of County Commissioners on the job of

PROJECT NO.:_____

PROJECT NAME: _____

to the following described property: _____

_____
(Description of Property)

This Final Release is furnished in accordance with 713.2(5), Florida Statutes.

DATED on _____, _____, 20 ____

By:_____
(Signature of Lienor)

_____
(Printed Name & Title)

Lienor's Name and Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20___ by _____.

_____
SIGNATURE OF NOTARY PUBLIC

_____
Print, Type or Stamp Commissioned Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

PF – 10

FLAGLER COUNTY
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

CONTRACT DATE:_____

COUNTY PROJECT NO.: _____

This Certificate of Substantial Completion applies to:
_____ All work under Contract
_____ Portion of work described as follows:

The Work to which this Certificate applies has been inspected by authorized representatives identified below and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:_____
(DATE)
A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor.

SIGNED:

CONTRACTOR: _____

By: _____ Date:_____

FLAGLER COUNTY CONSTRUCTION ENGINEERING & INSPECTION (CEI)
(CEI FIRM)_____

By: _____ Date:_____

FLAGLER COUNTY PROJECT MANAGER

By: _____ Date:_____

OTHER_____

By: _____ Date:_____

OTHER_____

By: _____ Date:_____

TENTATIVE LIST OF ITEMS TO BE COMPLETED OR CORRECTED
(PUNCH LIST)

PROJECT: _____ DATE:_____

COUNTY PROJECT NO.: _____

CONTRACTOR: _____

This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents.

ITEM NO.	DESCRIPTION

FLAGLER COUNTY
CERTIFICATE OF FINAL COMPLETION

PROJECT: _____

CONTRACT DATE:_____

COUNTY PROJECT NO.: _____

This Certificate of Final Completion applies to:
_____ All work under Contract
_____ Portion of work described as follows:

The Work to which this Certificate applies has been inspected by authorized representatives identified below and that Work is hereby declared to be complete in accordance with the Contract Documents on:_____
(DATE)
The tentative list (punch list) of items to be completed or corrected provided with the Certificate of Substantial Completion has been addressed. Failure to have included an item in the does not alter the responsibility of Contractor to complete all the Work in accordance with the Contract Documents.

The date of Final Completion is the date upon which all guarantees and warranties begin.

FINAL COMPLETION DATE:_____

SIGNED:

CONTRACTOR: _____

By: _____ Date:_____

FLAGLER COUNTY CONSTRUCTION ENGINEERING & INSPECTION REPRESENTATIVE: _____

By: _____ Date:_____

FLAGLER COUNTY PROJECT MANAGER

By: _____ Date:_____

OTHER_____

By: _____ Date:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION
DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS

(As required by Florida Transportation Code, Section 337.11, Subsection (11), F.S.)

DATE _____

FIN PROJ. I.D. _____

CONTRACT NO. _____

TO RELEASE MONTHLY PAYMENT FOR _____

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Department for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, services or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Department and work done under equipment-rental agreements.

EXCEPTION:
The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

_____ Subcontractor name	_____ Subcontractor name
_____ Street Address	_____ Street Address
_____ City State Zip	_____ City State Zip

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

_____
Notary Public, not required when digital

_____
Commission Expires

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced _____

_____
Contractor

_____
By

_____
Title

Instructions:

1. Attach copy of the notification good cause sent to each applicable subcontractor.
2. List the subcontractors which have not been paid the proportionate share of payments received by the contractor and the date listed as exception.
3. A separate certification is required for each contract.
4. To be signed by an officer or director of the Contractor with the authority to bind the Contractor and notarized.
5. To avoid delay in payment, certification must be submitted to the Project Engineer no later than the Friday before the monthly estimate cutoff date (generally the 3rd Sunday of the month).

CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS

FIN PROJECT I.D.(s)

DATE: _____

CONTRACT NO: _____

Monthly: ☐

Final: ☐

_____, Prime Contractor for the above referenced contract, hereby verifies based on personal knowledge or reasonable investigation and good faith belief, all Quality Control functions and Quality Control sampling and testing results are in substantial compliance with the contract specification requirements and the approved Quality Control Plan for this project. This includes the input of test results into the Department's MAC database within 24 hours of results being received. This represents work done between _____ and _____ . Exceptions to these requirements are listed below.

1.) Item No.: _____
Exception:

2.) Item No.: _____
Exception:

3.) Item No.: _____
Exception:

4.) Item No.: _____
Exception:

CONSTRUCTION COMPLIANCE WITH SPECIFICATIONS AND PLANS

5.) Item No.: _____
Exception:

6.) Item No.: _____
Exception:

A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

_____
Notary Public (Not Required when Digital)

_____
Commission Expires

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

_____
Quality Control Manager

_____
Company

_____
Signed By

State of Florida
County of _____
Sworn to and subscribed before me this _____ day
of _____, _____, by _____
(Print name of person signing Certification)

_____
Notary Public (Not Required when Digital)

_____
Commission Expires

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

_____
Contractor

_____
Title

_____
Signed By

Instructions for Construction Compliance with Specifications and Plans (Form # 700-020-02)

Financial Project Number(s): List all financial project numbers on the contract.

Date: Show the date the certification is completed.

Contract No.: Show the contract number the certification represents.

Monthly/Final: Indicate which type of estimate this certification represents, monthly or final.

Prime Contractor: In this field, show the Prime Contractor's full company name.

Date Began: Show the beginning date the certification represents. For a monthly or progress estimate, show the beginning date for the estimate period. For a final certification, show the date the contract work began.

Date Ended: Show the ending date for the estimate period. For final certification, show the final acceptance date.

Item No.: Show the pay item number the exception is associated with.

Exceptions:

For the monthly certification, list the following:

1. QC samples that did not compare with VT samples and had VT results upheld by RT samples.
2. Any samples that had Engineering Analysis Report or Delineation Test(s) performed.
3. Any failed QC samples.
4. Any QC samples that do not have results entered into MAC.
5. Any QC samples that were performed by unqualified technicians or laboratories.
6. Any materials placed without an approved QC Plan or when the QC Plan is suspended.
7. Any materials provided from an unapproved producer or supplier.
8. Results of any failing Chloride content limits as defined in Specification 346-4.2.

The following **would not** be listed as an exception on the subject form:

1. QC samples that have been tested but not verified.
2. QC samples that have been tested and had verification test results that did not compare.

For the final certification, **all exceptions** to QC sampling and testing **must** be shown on the certification**.**

Notary Information: The Notary of the Public completes this section. This certification must be notarized.

Quality Control Manager: Name of the Quality Control Manager that will sign the certification.

Company: Enter the name of the company the Quality Control Manager is employed by.

Signed By: To be signed by the "Quality Control Manager".

Contractor: Name of an officer or director of the Contractor with an authority to bind the Contractor.

Title: Enter the title of the person signing the certification.

Signed By: To be signed by the person's name under the "Contractor" section.

It is not the Department's intent for Contractors to list as exceptions samples and results for which they are not responsible, such as verification and independent verification samples and test results. Additionally, the Department will accept exports of the Sample Search Results in MAC, as an attachment, to assist in documenting the status of samples.

MAINTENANCE OF TRAFFIC (MOT) INSPECTION REVIEW REPORT

Evaluation: Initial Comprehensive Weekly Report

A) Report No.: _____ B) Contract No.: _____ C) Fin No.: _____

D) Federal Aid Project No.: _____ E) Prime Contractor: _____

F) Date of Review: _____

G) Current Project Phase: 1, 2, 3, etc. _____ H) Project Location: _____

I) Areas to be Reviewed:

AREA NO. 1 – TRAFFIC CONTROL PLAN	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. TCP/ALTERNATE TCP MODIFICATIONS HAVE BEEN APPROVED	☐	☐	☐		
B. SIGNING AND PAVEMENT MARKINGS INSTALLED ACCORDING TO APPROVED TCP	☐	☐	☐		
C. SIDE STREETS PROPERLY SIGNED	☐	☐	☐		
D. ALL DEVICES USED FOR SPEED LIMIT REDUCTIONS WERE INSTALLED IN ACCORDANCE WITH APPROVED TCP	☐	☐	☐		
E. NEEDED TURN LANES IN PLACE	☐	☐	☐		
AREA NO. 2 - GENERAL	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. SIGNS CORRECT HEIGHT & OFFSET	☐	☐	☐		
B. SIDEWALK CLOSED/SCHOOL MARKING/CROSSWALK SIGNS PLACED PROPERLY	☐	☐	☐		
C. DRIVEWAYS, BUSINESS ENTRANCES & MEDIAN ACCESS ARE INSTALLED IN ACCORDANCE WITH APPROVED TCP	☐	☐	☐		
D. SIGNAL TIMING/PHASING ARE IN ACCORDANCE WITH APPROVED TCP	☐	☐	☐		
E. SUFFICIENT ADVANCED WARNING SIGNS IN PLACE	☐	☐	☐		
F. EXISTING SIGNS NOT IN USE WERE REMOVED OR COVERED	☐	☐	☐		
G. SUFFICIENT DEVICES TO GUIDE TRAFFIC THROUGH THE WORK AREA	☐	☐	☐		
H. ROADWAY SURFACE MAINTAINED SATISFACTORILY	☐	☐	☐		
I. MESSAGE BOARDS CONVEY CONCISE MESSAGE TO MOTORISTS	☐	☐	☐		
J. PROJECT INFORMATION SIGNS INSTALLED CORRECTLY	☐	☐	☐		
K. APL NUMBERS PROPERLY MARKED ON DEVICES	☐	☐	☐		
L. MAS SYSTEM PROPERLY INSTALLED AND FUNCTIONING (IF APPLICABLE)	☐	☐	☐		
AREA NO. 3 – NIGHT WORK	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. LIGHTING PLAN APPROVED	☐	☐	☐		
B. PORTABLE CHANGEABLE MESSAGE SIGN WARNING LIGHTED WORK ZONE AHEAD	☐	☐	☐		
C. VEHICLES/EQUIPMENT HAVE FLASHING LIGHTS AND/OR REFLECTIVE SHEETING	☐	☐	☐		
D. PILOT VEHICLE WITH FLASHING LIGHTS AND MESSAGE BOARD	☐	☐	☐		
E. LIGHTING AIMED NOT TO IMPEDE TRAFFIC	☐	☐	☐		
AREA NO. 4 – CLEAR ZONE/HAZARDS	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. NO EQUIPMENT/MATERIALS/HAZARDS STORED IN CLEAR ZONE	☐	☐	☐		
B. DROP-OFFS AND ABOVE GROUND HAZARDS ARE PROTECTED IN ACCORDANCE WITH APPROVED TCP AND DESIGN STANDARDS	☐	☐	☐		
AREA NO. 5 – TEMPORARY PAVEMENT MARKINGS	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. CORRECT APPLICATIONS AND WIDTH	☐	☐	☐		
B. REFLECTIVITY CONDITION SATISFACTORY (TAPE/PAINT/MESSAGES)	☐	☐	☐		
C. CONFLICTING MARKINGS AND PAVEMENT DEBRIS PROPERLY REMOVED	☐	☐	☐		

MAINTENANCE OF TRAFFIC (MOT) INSPECTION REVIEW REPORT

AREA NO. 6 – TEMPORARY BARRIER WALL	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. BARRIER CONNECTED AND ANCHORED IN ACCORDANCE WITH APPROPRIATE DESIGN STANDARD	☐	☐	☐		
B. TRANSITION and OVERLAPS INSTALLED PER DESIGN STANDARDS	☐	☐	☐		
C. CRASH CUSHIONS INSTALLED CORRECTLY AND PROPERLY MAINTAINED	☐	☐	☐		
D. PROPER OFFSET AND DEFLECTION SPACE MAINTAINED	☐	☐	☐		
AREA NO. 7 – FLAGGERS	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. LIST OF TRAINED FLAGGERS SUBMITTED TO PROJECT ADMINISTRATOR BEFORE CONSTRUCTION BEGINS	☐	☐	☐		
B. FLAGGER AHEAD SIGN INSTALLED PROPERLY	☐	☐	☐		
C. FLAGGER WEARING APPROVED SAFETY VEST/USING PROPER STOP/SLOW PADDLE	☐	☐	☐		
D. FLAGGER STATION HAS PROPER LIGHTING FOR NIGHT WORK	☐	☐	☐		
AREA NO. 8 – LANE CLOSURES	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. PROPER TRANSITION, SIGHT DISTANCE and BUFFER SPACE	☐	☐	☐		
B. PROPER DEVICE SPACING AND VISIBILITY	☐	☐	☐		
C. PAVEMENT MARKINGS PLACED CORRECTLY	☐	☐	☐		
D. PROPER MERGING	☐	☐	☐		
AREA NO. 9 – DETOURS	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. DETOURS INSTALLED IN ACCORDANCE WITH APPROVED TCP WITH PROPER SIGNING AND PAVEMENT MARKINGS	☐	☐	☐		
B. SPECIAL DETOURS (I.E. LANE SHIFTS or DIVERSIONS) ARE PROPERLY INSTALLED	☐	☐	☐		
AREA NO. 10 – PEDESTRIAN/BICYCLIST ACCOMMODATIONS	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. PEDESTRIAN DETOURS and DIVERSIONS INSTALLED PER TCP	☐	☐	☐		
B. TEMPORARY WALKWAYS HAVE PROPER SIGNING AND ADA COMPLIANT	☐	☐	☐		
C. PEDESTRIAN LCDs PROPERLY INSTALLED	☐	☐	☐		
D. EXISTING, NEW, and TEMPORARY CURB RAMPS HAVE DETECTABLE WARNINGS	☐	☐	☐		
AREA NO. 11 – BUSINESS ACCOMMODATIONS	**Y**	***N**	**N/A**	**DC**	**REMARKS**
A. VEHICLE AND PEDESTRIAN ENTRANCES MAINTAINED WITH PROPER DEVICES, SIGNING AND VISIBILITY	☐	☐	☐		

AREA NO. 12 – TRAFFIC CONTROL DEVICES

TYPE	VISIBLE			DEVICES CLEAN			SPACED PROPERLY			NOT MIXED			WORKING (%)	REFL			COLOR			REMARKS/DATE CORRECTED
	Y	*N	N/A	Y	*N	N/A	Y	*N	N/A	Y	*N	N/A		Y	*N	N/A	Y	*N	N/A	
CONES	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
DRUMS	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
BARRICADES	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
FIXED CHANNELIZING DEVICES	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
SIGNS	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
RPM's	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
ARROW BOARD	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
PCMS	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
RADAR SPEED DISPLAY UNIT	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
STOP/SLOW PADDLE	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	
PEDESTRIAN LCDs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐		☐	☐	☐	☐	☐	☐	

Senior Project Engineer/Project Administrator

Signature

MAINTENANCE OF TRAFFIC (MOT) INSPECTION REVIEW REPORT

FORM INSTRUCTIONS: The Senior Project Engineer/Project Administrator will complete the MOT Inspection Review Report that will cover weekly daytime and night time inspections for projects. Notify the WTS to correct all safety deficiencies immediately. The WTS shall not allow minor deficiencies that are not safety hazards to remain uncorrected for more than 24 hours.

A) The Senior Project Engineer/Project Administrator shall use consecutive numbers for each report completed for each project.

B) Contract Number.

C) Financial Project Identification Number.

D) Federal Aid Project Number.

E) Prime Contractor's Name.

F) Date of review.

G) MOT work phase at time of review.

H) Project Location (State Road Number, County Road Number, etc).

I) The conditions (areas 1-12) that must be reviewed in the field with the boxes checked showing the compliant/non-compliant areas in the Work Zone. **Enter the date when the deficiencies were corrected (DC).** Use the remarks column to summarize the deficiency.

J) Printed name and signature of Senior Project Engineer/Project Administrator.

Stormwater Pollution Prevention Plan Inspection Report Form

Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater.

Project Name:_____ FDEP NPDES Stormwater Identification Number: FLR10_____

Location	Rain data	Type of control (see below)	Date installed / modified	Current Condition (see below)	Corrective Action / Other Remarks

Condition Code:

G = Good M = Marginal, needs maintenance or replacement soon P = Poor, needs immediate maintenance or replacement

C = Needs to be cleaned O = Other

Control Type Codes

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural diversion	12. Vegetative preservation area	21. Sediment Basin	30. Retention pond
4. Swale	13. Retention Pond	22. Temporary seed / sod	31. Waste disposal / housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed / sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand Bag
7. Subsurface drain	16. Curb and gutter	25. Hay Bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

_____ _____ _____

Name Qualification Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

* * * * * *

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

_____ _____

Name (Responsible Authority) Date

CONTRACT
FOR
26-ITB-018 Air Traffic Control Tower Rehabilitation

This Contract, entered into this _____ day of _____, 20___ by and between the Flagler County Board of County Commissioners, hereinafter called the **COUNTY**, and _____ , hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

1. The Contract shall consist of the following, all of which are hereby made a part thereof:

   a. Advertisement for Bids, Instructions to Bidders, Bidders Check List, Standard General Conditions, Standard Terms and Conditions and the Bid with any accompanying documents.

   b. Plans and Specifications, Special Provisions, Technical Specifications, Project Permits, any Addendum (No. __) or other information provided to the prospective bidders prior to receipt of bids.

   c. Bid Bond and Payment and Performance Bond

   d. Insurance Certificate(s)

   e. Project Forms

2. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract, now on file in the Office of the Clerk of the Circuit Court at the Flagler Courthouse, Bunnell, Florida, described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.

3. The **CONTRACTOR** agrees to commence the work to be done under this Contract on the date to be specified in the Notice to Proceed and fully complete all work hereunder within Two Hundred Forty (240) calendar days from the date set forth in the Notice-to-Proceed as completion date.

4. The **COUNTY** agrees to pay the **CONTRACTOR** for the faithful performance under this Contract the approximate amount of _____ ($_____) based on the estimated quantities and unit or lump sum prices contained herein and subject to additions or deductions as herein provided.

ATTEST:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Tom Bexley, Clerk of the Circuit Court and Comptroller

Leanne Pennington, Chair

APPROVED–AS-TO-FORM

Sean Moylan, Deputy County Attorney

ATTEST:

CONTRACTOR:

BY: _____
(Signature)

BY: _____
(Signature)

_____
(Typed or Printed Name)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Title)

CORPORATE SEAL:

BOND NO. _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, hereinafter called "Principal", with a principal business address at _____, and a phone number of _____, and _____, duly authorized to do business in the State of Florida, pursuant to the laws of the State of Florida, hereinafter called "Surety", are each held and firmly bound unto the Flagler County Board of County Commissioners, 1769 E. Moody Boulevard, Building No. 2, Bunnell, Florida 32110, and a phone number of (386) 313-4001, hereinafter called "**Owner**", and as an additional oblige the State of Florida Department of Transportation, in the penal sum of _____ ($_____), lawful money of the United States of America, to be paid to Owner, to which payment well and truly be made we bind ourselves, our heirs, executors, personal representatives, successors, and assignees, jointly and severally and firmly by these presents.

Whereas, Principal has entered into an Agreement, with an effective date of ____ day of _____ , 20__, with Owner for accomplishing the construction of the Project known as **"26-ITB-018 Air Traffic Control Tower Rehabilitation"** in accordance with the Contract Documents related thereto, which Agreement is on file in the Office of the Clerk of Circuit Court at the Flagler County Courthouse, Bunnell, Florida, and which Agreement is incorporated herein by reference and made a part hereof (hereinafter, the "Agreement").

NOW THEREFORE, THE CONDITION OF THIS BOND IS SUCH THAT IF THE PRINCIPAL in all respects shall comply with Section 337.18(1), Florida Statutes, and shall promptly, faithfully, efficiently, and fully perform the Agreement, and any alterations as may be made in said Agreement as provided for therein, and within the time period specified, and further, shall remedy any errors in partial or final estimates and any defects which may exist, appear, occur or result in or from said work within a period of one (1) year, or other period otherwise specified in the Agreement, from the date of final acceptance of the work under the Agreement, and further if the Principal shall promptly make payment to all persons furnishing labor, material, equipment, and supplies, and all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Agreement (See Section 337.18(1)(a) through(f), Florida Statutes, for specific "claim" notice and time limitation requirements), and shall promptly pay all State Workers' Compensation and Unemployment Compensation taxes incurred in the performance of the Agreement, and shall be liable to the State of Florida in a civil action instituted by the Owner, Flagler County Board of County Commissioners, the Department of Transportation or any officer of the State of Florida authorized in such cases for double any amount in money or property the State of Florida may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Principal, its agents, and employees, and should the Principal not be declared to be in default under the Agreement, then the Bond shall be deemed void. In the event of default by the Principal, the Surety shall pay the Owner in addition to the above obligations, all liquidated damages and disincentives assessed against the Principal because of the default which were not withheld from Agreement proceeds and if the Owner at its sole option demands that the Surety take over the project, then in such event, the Surety may not select the Principal or any affiliate of the Principal to complete the project for and on behalf of the Surety without the Owner's express written consent and, finally if the subject Agreement required contractor qualification, under Section 337.14, Florida Statutes, or otherwise, the Surety must use a qualified contractor, who is approved by the Owner to perform the work. It is further covenanted and agreed that any alterations or additions made under this Agreement or in the work to be performed therein or the granting of any extension of time for the performance of the Agreement or any other forbearance by or on the part of

either the Owner or the Principal shall not in any way release the Principal and the Surety or either of them, their respective heirs, executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extension, or forbearance is hereby specifically waived. Under this Bond, the Surety, pursuant to Section 337.11(9)(a), Florida Statutes, shall be fully liable under such surety bond to the full extent of any modified contract amount up to and including 25 percent over the original contract amount and without regard to the fact that the Surety was not aware of or did not approve such modifications. However, if modifications of the original contract amount cumulatively result in modifications of the contract amount in excess of 25 percent of the original contract amount, the Surety's approval shall be required to bind the Surety under the Bond on that portion in excess of 25 percent of the original contract amount. This obligation shall remain in full force and effect until the full performance of all covenants, terms, and conditions herein stipulated. Failure by the Surety to perform obligations under the terms of this Bond may result in the Surety being disqualified from issuing bonds for future Owner contracts.

WITNESS the signature of the Principal and the signature of the Surety by _____ its _____ (Agent or Attorney-In-Fact) with the seals of the Principal and Surety hereunto affixed this _____ day of _____, 20____.

PRINCIPAL:_____
(Typed or Printed Name of Company)

WITNESS:_____ **BY:_____**
(Signature) **(Authorized Signature)**

_____ _____
(Typed or Printed Name) **(Typed or Printed Name)**

_____
(Title)

WITNESS:_____
(Signature)

_____
(Typed or Printed Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ (officer's name), as _____ (title) of _____ (company name), a _____ (state) _____ (corporation, limited liability corporation), who swore or affirmed that he/she is authorized to execute this Bond and to bind _____ (company name), a _____ (state) _____ (corporation, limited liability corporation).

_____ is personally known to me or has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____
Printed: _____

(Affix Official Seal) Notary Public

Commission No. _____

SURETY:_____
(Typed or Printed Company Name)

_____

_____
(Business Address)

_____
(Surety Authorized Signature)

_____
(Printed Name)

Witness as to Surety _____
(Signature)

_____
(Printed Name)

Witness as to Surety _____
(Signature)

_____
(Printed Name)

OR

_____
As Attorney in Fact (Signature) (Attach Power)

_____
(Printed Name)

_____
(Business Address)

_____
(Telephone Number)

Witnessed by: _____
(Signature)

_____
(Printed Name)

Witnessed by: _____
(Signature)

_____
(Printed Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ (officer's name), as _____ (title) of _____ (company name), a _____ (state) _____ (corporation, limited liability corporation), who swore or affirmed that he/she is authorized to execute this Bond and to bind _____ (company name), a _____ (state) _____(corporation, limited liability corporation). _____ is personally known to me or has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

Printed: _____

(Affix Official Seal) Notary Public

Commission No. _____

The Principal shall record this bond in the official records of the Clerk of Court of Flagler County prior to commencing the work.

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT EXECUTION

Purchase Order (PO) Terms and Conditions

Providing any goods or service authorized by the PO constitutes acceptance of this entire PO without exception.

This PO authorizes delivery of the listed items or services. If a solicitation number is referenced, the terms and conditions of said solicitation become part of this PO. Deviation from prices on the PO is not permitted without a signed, corrected PO or Change Order. The "Provider" herein is the vendor of the goods or service under the approved PO.

Delivery. Shipping is defined as ***Freight on Board (FOB) Destination, Freight Allowed***. Title and risk of loss shall pass when items have been received, inspected, and accepted by Flagler County ("County"). All associated shipping, insurance, and other related costs shall be borne by the Provider.

Discontinued. Provider shall give County thirty (30) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within twenty-five (25) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within thirty (30) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO shall be governed by the laws of the State of Florida and the venue for any litigation arising from this PO shall be in Flagler County, Florida. The parties to this PO knowingly, voluntarily and intentionally waive their rights to a jury trial. Each party agrees to bear its own costs and attorneys' fees relating to any dispute arising under this PO. The Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability, worker's compensation ***(or state-issued exemption)*** and auto insurance in the amounts acceptable to the County thereto pertaining to this PO, *and* from an A.M. Best "A— "or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require that "Flagler County" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third-party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent (collectively "Intellectual Property), as provided under this PO, infringes or misappropriates any third party's intellectual property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall, at Provider's expense, indemnify, defend, and hold harmless the County, its officers, agents, and employees from or on account of any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities of any kind whatsoever resulting from, arising out of, allegedly arising out of, or in connection with the Provider's performance or nonperformance of services pursuant to this PO, whether said services are performed by the Provider, its agents, sub-agents, subcontractors, suppliers, appointees, or employees, or on behalf of the Provider, unless said claims, actions, lawsuits, losses, expenses, injuries, damages, judgments, or liabilities result from, arise out of, or are in connection with the actions of the County, its officers, agents, or employees, for the sole benefit of the County and unrelated to the Provider's performance or nonperformance of its services under this PO.

Modification & Assignment. The County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO quantity, or items shipped at a higher price than stated on the PO. Neither this PO nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to Flagler County Board of County Commissioners, Attention: Office of Procurement and Contracts, 1769 E. Moody Boulevard, Building 2, Bunnell, Florida, 32110, or if by email: purchasing@flaglercounty.gov.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of the County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or

remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a County Contract, the originating County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, the County shall pay Provider within 45 (forty-five) days after receiving an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO number. Pursuant to Chapter 218, F.S., the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service AND a properly completed invoice, whichever is later. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct the amounts it is due from the Provider's payment or not pay disputed invoices until such a dispute is resolved. Nothing in this PO shall create any obligation on the part of the County to pay directly to any subcontractor or supplier of Provider any monies due to such subcontractor or supplier or claims of such subcontractor or supplier for amounts owed by Provider to subcontractor or supplier for goods or services provided under this PO.

Sovereign Immunity. The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Contract and/or this PO to the contrary, nothing in the Contract and/or this PO shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort.

Taxes. The County is tax exempt from Florida sales tax (Exemption # 85-8013245979C-5). Certificates are available on request.

UCC. In addition to any rights or remedies contained in this PO, each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Provider's Terms and Conditions. If Provider's terms and conditions conflict with the County's Terms and Conditions, the County's Terms and Conditions shall prevail.

Warranty. Provider warrants that all work or services performed under this PO shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO), and free from defects and pursuant to specifications and requirements of the contract and/or to this PO. The Provider warrants merchantability of all goods or services and that they are fit for the ordinary purposes they are intended to serve.

AIR TRAFFIC CONTROL TOWER REHABILITATION



FLAGLER EXECUTIVE AIRPORT

FLAGLER COUNTY, FLORIDA

PROJECT MANUAL & TECHNICAL SPECIFICATIONS

ISSUED FOR BID
26-ITB-018

Prepared by:

AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, FL 32822
407.599.1122
www.avconinc.com

2026.0355.03

JULY 2026

PROJECT MANUAL & TECHNICAL SPECIFICATIONS

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REFERENCE SPECIFICATIONS: The following FAA Advisory Circulars are not included in the Project Manual but form a part of the executed contract by reference. FAA Advisory Circulars may be downloaded from www.faa.gov.

150/5200-18C	Airport Safety Self-Inspection
150/5370-2G	Operational Safety on Airports During Construction

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-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.

Paragraph Number	Term	Definition
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**	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. 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.
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 other requirements, whether manufactured by the

Paragraph Number	Term	Definition
		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**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
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

Paragraph Number	Term	Definition
		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 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. 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.
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 Flagler County Board of County Commissioners (BoCC).
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

Paragraph Number	Term	Definition
		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.
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.

Paragraph Number	Term	Definition
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative 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

Paragraph Number	Term	Definition
		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 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

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (NOTICE TO BIDDERS). See the County's eProcurement Portal, OpenGov.

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 required 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. The time, date, and location of the pre-bid meeting can be found in the County's eProcurement Portal, OpenGov.

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.

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.

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. Each proposal shall be completed and submitted on the County's eProcurement Portal, OpenGov. Proposals received after the bid opening time shall be returned to the bidder unopened.

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 by email 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 prior to the question deadline listed on the County's eProcurement Portal, OpenGov.

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

SECTION 30 AWARD AND EXECUTION OF CONTRACT

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 120 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

SECTION 40 SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, 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

SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

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

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

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

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

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

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.

- Federal Contract Provisions
- Davis Bacon Wage Rate Determination

50-05 COOPERATION OF CONTRACTOR. The Contractor shall be supplied with 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): electronic (PDF) format.

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

SECTION 60 CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which

the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

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

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

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

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

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

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

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

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

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

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

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

60-05 ENGINEER/ RESIDENT PROJECT REPRESENTATIVE (RPR) FIELD OFFICE. An Engineer/RPR field office is not required.

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

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

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

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

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

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

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

END OF SECTION 60

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

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

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

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

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

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(s) **GC101 to GC501** 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.

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

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

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

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

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

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

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

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

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

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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

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

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

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

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

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

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

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

70-21 INSURANCE REQUIREMENTS.

Refer to the insurance requirements under the Standard Terms & Conditions section in the County's eProcurement portal, OpenGov.

END OF SECTION 70

SECTION 80 EXECUTION AND PROGRESS

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

The Contractor shall perform, with his organization, an amount of work equal to at least **5** 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 **seven (7)** 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.

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

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

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

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

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

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

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

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

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

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

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

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the

work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

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

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

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

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

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

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

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

Schedule	Liquidated Damages Cost	Allowed Construction Time
Start to SC*	$1,500.00/day	120 Calendar Days
SC* to FC**	$1,500.00/day	30 Calendar Days

The maximum construction time allowed for the project will not be more than **150** calendar 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 wavier 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

ATTACHMENT "A"

TO SECTION 80

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

FOR THE CONSTRUCTION OF

AIR TRAFFIC CONTROL TOWER REHABILITATION

AT

FLAGLER EXECUTIVE AIRPORT
FLAGLER COUNTY, FLORIDA

JULY 2026

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CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

1.0 PURPOSE.

Aviation safety is the primary consideration at airports, especially during construction. The Owner's Construction Safety and Phasing Plan (CSPP) and the contractor's Safety Plan Compliance Certification (SPCC) are the primary tools to ensure safety compliance when coordinating construction activities with airport operations. These documents identify aspects of the construction project that pose a potential safety hazard to airport operations and outline respective mitigation procedures for each hazard.

The CSPP sets forth benchmarks and requirements for the project to help maintain the highest levels of safety, security and efficiency at the airport at the time of construction. Requirements for this CSPP were developed from FAA Advisory Circular (AC) 150/5370-2 Operational Safety on Airports During Construction, latest edition.

The CSPP is a standalone document, written to correspond with the safety and security requirements set forth in the AC, the airport safety and security requirements, and local codes and requirements. The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the action of inspection personnel and airport staff.

This document has been developed in order to minimize interruptions to airport operations, reduce construction costs, and maximize the performance and safety of construction activity. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory

In the event the Contractor's activities are found in non-compliance with the provisions of the CSPP, the Owner's Representative will direct the Contractor, in writing, to immediately cease those operations in violation. In addition, a safety meeting will be conducted for the purpose of reviewing those provisions in the CSPP which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions have been implemented.

2.0 SCOPE OF PROJECT AND CSPP.

The proposed project generally includes the rehabilitation of the existing air traffic control tower at the Flagler Executive Airport. The project includes, structural, architectural, mechanical, electrical, plumbing, access control, and civil/site improvements, repairs, replacements, and new installations.

Safety, maintaining aircraft operations, and construction costs are all interrelated. The phasing of this project was carefully determined to reduce significant impact on hangar access and aircraft taxiing operations. Since safety must not be compromised, the Owner must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the airport and will require early coordination with airport users and the FAA. As the project design progresses, the necessary construction locations, activities and associated costs will be identified. As they are identified, their impact on airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project and/or to airport operations in order to maintain operational safety. This planning effort will ultimately result in a project CSPP. The development of the CSPP takes place through the following five steps:

1. Identify Affected Areas
2. Describe Current Operations
3. Allow for Temporary Changes to Operations
4. Take Required Measures to Revise Operations
5. Manage Safety Risk

3.0 PLAN REQUIREMENTS.

3.1 COORDINATION. The following items shall be coordinated as required:

a. **Pre-construction Conference.** A pre-construction meeting will be conducted to discuss contract requirements, operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. All parties affected by the construction will be asked to attend including, but not limited to the Owner, ATCT Personnel, Tenants, Contractor, Subcontractors, and Engineer.

At the pre-construction meeting, the Contractor shall submit a plan of operation and schedule of work to the Engineer for review and approval. The Contractor's plan of operation shall indicate, in detail, the amount of construction planned, and the number of shifts and/or overtime operations proposed for the project. The schedule of work shall clearly indicate the sequence of work to be performed. The Contractor shall conform, at all times, to the requirements of these provisions and with current safety practices, rules, regulations and security requirements of the Owner. To the extent practicable, the pre-construction meeting will be held prior to issuance of a Notice to Proceed.

b. **Contractor Progress Meetings.** A minimum of one progress meeting to discuss scheduling and coordination shall be held each week unless otherwise directed by the Owner, throughout the duration of the Contract, between the Owner, Contractor, Engineer and any other interested parties at a time and place to be designated by the Engineer. These meetings shall include a detailed discussion of construction phasing and safety with regard to the Contractor's compliance with the requirements stipulated in the Contract Documents.

In attendance at these meetings shall be a Contractor's representative with the authority to make decisions concerning the scheduling and coordination of work. Progress meetings shall be facilitated by the Engineer. Operational safety shall be a standing agenda item during progress meetings throughout the construction project.

c. **Scope or Schedule Changes.** Changes in the Scope of Work or Project Schedule shall be governed by Section 40 and Section 80 of the Contract Documents. Any proposed change that results in a deviation from the established CSPP as expressed by the Contract Documents must be submitted to the FAA and Owner for review and approval. FAA review and approval can be expected to take a minimum of sixty (60) business days.

d. **FAA ATO Coordination.** Early coordination with Federal Aviation Administration (FAA) Air Traffic Organization (ATO) is required to schedule airway facility shutdowns and restarts. Relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, may require an FAA flight inspection prior to restarting the facility. Flight inspections shall be coordinated and scheduled well in advance of the intended facility restart. Flight inspections shall be as required by technical specifications or special provisions.

e. **Pre-Paving Meeting.** If paving is included in this project, a pre-paving meeting will be held to discuss the status of preliminary submittals, the Engineer's inspection of the plant and laboratory, test section requirements, paving plan requirements, and production requirements.

f. **Payment.** The cost of complying with the requirements of this section, including but not limited to scheduling; providing flag people; construction, maintenance of and removal of temporary access roads and staging areas; providing, placing, relocating, maintaining and removing temporary barricades; protection of aircraft and vehicular traffic; installation, maintenance and removal of temporary airfield markings; maintenance of airport lighting circuits; cleaning of paved surfaces; restoration of surfaces disturbed as a result of the Contractor's operations; providing, maintaining, and removing warning signs, hazard markings, barricades, lights, or lighted closed runway markers; providing, maintaining, and removing temporary drainage; providing, maintaining, and removing temporary access gates; providing padlocks for access gates; and all security requirements shall be included under Pay Item GP 80,

Construction Safety and Phasing Plan.

3.2 PHASING.

a. Phase Elements (Work Areas)

Phase Descriptions: The work of the project shall be completed in **one (1) phase** and is anticipated to be completed over a period of **150 consecutive calendar days**. Phase I is anticipated to receive a Notice To Proceed in late 2026, and the full scope of work, described above, will be completed within this phase.

Work Area Descriptions: The work of the project shall be completed in a single work area. The work area is described below:

Phase I:

Work Area: Includes the area inside the Air Traffic Control Tower secured area.

b. Construction Work Phasing Requirements

The Contractor shall obtain approval from the Engineer prior to beginning any work in all areas of the airport. No active runway or taxiway shall be crossed, entered, or obstructed at any time. The Contractor shall plan and coordinate his/her work in such a manner as to ensure safety and a minimum of hindrance to airport operations. All Contractor equipment and material stockpiles shall be stored at locations determined during construction or as shown on the Construction Safety and Phasing Plan Drawings (Appendix 1). No equipment will be allowed to park within the approach area of an active runway at any time.

During the work under this Contract, the Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures as outlined below and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, so as to afford time to coordinate construction with the Owner. No work shall proceed in any area without prior approval.

The Contractor shall always confine construction operations to the construction work area and designated haul routes. Contractor personnel, equipment, stored materials, subcontractors and suppliers will not be allowed in any other area within the Air Operations Area and within the Airport boundaries without prior approval of the Owner or Engineer.

The Engineer will perform a visual site assessment before the Contractor proceeds into a new work area. The Contractor shall be held responsible for all repairs and cleanup costs incurred as a result of the Contractor's construction operations. Restoration shall be the complete return of all work areas to the original conditions.

Temporary cables in grass areas shall be marked with barricades.

Prior to the start of construction operations, the Contractor shall perform the following:

- Coordinate issuing Notices to Airmen (NOTAM) with the Owner and Engineer for the construction activities and closures as applicable per phase and/or work area at least 72 hours in advance of the work.
- Place barricades as indicated on the construction safety and phasing plan drawing as applicable per phase and work area.

At the conclusion of construction operations, the Contractor shall perform the following:

- Remove barricades as indicated on the construction safety and phasing plan drawings.

- Clean all paved surfaces.
- Restore all disturbed turf areas with sod.
- Coordinate cancellation of the NOTAMs with the Owner and Engineer.

Phase I

Work Area: During work in this area, the Contractor shall coordinate with the Owner and ATCT staff to ensure that access in and out of the site and the tower are unrestricted throughout the construction.

At the start of work, the Contractor shall perform the following:

- Install barricades, signage, and MOT measures as needed based on the scope of work being completed.

- NOTAM to be coordinated with ATCT and Owner 72 hours prior to the start of work.

Work Area is limited to one hundred twenty (120) consecutive calendar days to reach substantial completion, and an additional thirty (30) calendar days to reach final completion.

3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY.

Contractor, subcontractor, and supplier employees or any other unauthorized persons shall be restricted from entering an active airport operating area without previous permission from the Owner and the Air Traffic Control Tower.

In an emergency, the Owner or other designated airport representative may order the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

The Contractor shall cooperate with the airport users through the Engineer, in coordination with airport operations, in scheduling the operations to provide adequate clearance for safe aircraft parking, fueling, maintenance, loading or unloading, maneuvering, taxing operations, or other aircraft operations.

a. **Identification of Affected Areas:** The following is a summary of impacts to the Airport Operations Areas resulting from the proposed construction and work phasing.

Table 3.3A Construction Effect on Airport Operations		
Project	**Taxilane Reconstruction**	
Phase	Phase I - Work Areas A, B, C, D and E. (See Section 3.2 for description)	
Operational Requirements	**Normal (Existing)**	**Anticipated (During Construction)**
Scope of Work	The full scope of work for this project will be completed without Runway Impacts.	
RW 11 Average Aircraft Operations	Carrier: N/A | GA: 130/Day | Military: 2/Day	Carrier: N/A | GA: 130/Day | Military: 2/Day
RW 29 Average Aircraft Operations	Carrier: N/A | GA: 130/Day | Military: 2/Day	Carrier: N/A | GA: 130/Day | Military: 2/Day
Runway 11-29 ARC	C-III	C-III
RW 11 Approach Visibility Mins.	1 ¼ mile	1 ¼ mile
RW 29 Approach Visibility Mins	1 ¼ mile	1 ¼ mile
Runway 11 Declared Distances	TORA: 5,500 ft	TORA: 5,500 ft
	TODA: 5,500 ft	TODA: 5,500 ft
	ASDA: 5,500 ft	ASDA: 5,500 ft
	LDA: 5,500 ft	LDA: 5,500 ft
Runway 29 Declared Distances	TORA: 5,500 ft	TORA: 5,500 ft
	TODA: 5,500 ft	TODA: 5,500 ft
	ASDA: 5,500 ft	ASDA: 5,500 ft
	LDA: 5,500 ft	LDA: 5,500 ft
RW 06 Average Aircraft Operations	Carrier: N/A | GA: 130/Day | Military: 2/Day	Carrier: N/A | GA: 130/Day | Military: 2/Day
RW 24 Average Aircraft Operations	Carrier: N/A | GA: 130/Day | Military: 2/Day	Carrier: N/A | GA: 130/Day | Military: 2/Day
Runway 06-24 ARC	C-II	C-II
RW 06 Approach Visibility Mins	1 mile	1 mile
RW 24 Approach Visibility Mins	1 mile	1 mile
Runway 06 Declared Distances	TORA: 5,000 ft	TORA: 5,000 ft
	TODA: 5,000 ft	TODA: 5,000 ft
	ASDA: 5,000 ft	ASDA: 5,000 ft
	LDA: 5,000 ft	LDA: 5,000 ft
Runway 24 Declared Distances	TORA: 5,000 ft	TORA: 5,000 ft
	TODA: 5,000 ft	TODA: 5,000 ft
	ASDA: 5,000 ft	ASDA: 5,000 ft
	LDA: 5,000 ft	LDA: 5,000 ft
Taxiway A ADG	II	II
Taxiway A1 ADG	II	II
Taxiway B ADG	II	II
Taxiway C ADG	II	II
Taxiway D ADG	II	II
Taxiway E ADG	II	II
Taxiway F ADG	II	II
Taxiway G ADG	II	II
Taxiway H ADG	II	II
ATCT (hours open)	07:00 - 21:00 (local)	07:00 – 21:00 (local)
ARFF Index	N/A	N/A
Special Conditions	N/A	N/A

b. Mitigation of effects.

This CSPP has established specific requirements and operational procedures necessary to maintain the safety and efficiency of airport operations during the construction of this project.

All coordination pertaining to airport operations during construction will go through the Owner's Representative and the Airport Director. Any required NOTAM's to be issued will be sent through the Owner's Representative and issued by Owner or the ATCT.

i. Temporary Changes to runway and/or taxiway operations:
Any affected Airport Operations Areas identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic, will be barricaded by the use of low profile, lighted barricades placed as shown Construction Safety and Phasing Plan Drawings. In addition, required NOTAM's shall be issued on the various temporary changes to aircraft access through the affected areas.

ii. Detours for Flagler County Fire Department (FCFD) and other airport vehicles:
The project work site shall remain open to all FCFD vehicles in emergency situations. The contractor is required to maintain access in and around the project work area for all FCFD vehicles. Proper routing of this traffic will be effectively communicated to all supervisory personnel involved in the construction project.

iii. Maintenance of essential utilities:
Special attention shall be given to preventing unscheduled interruption of utility services and facilities. It is the Contractor's responsibility to have the locations of cabling and other underground utilities marked prior to beginning excavation. Any locations provided by the Owner are approximate locations and the Contractor shall verify all locations prior to beginning excavations. When an underground cable or utility is damaged due to the Contractor's negligence the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to any excavation.

iv. Temporary Changes to air traffic control procedures:
Changes to air traffic control procedures have been coordinated with the airport and ATO. Any additional requests for changes must be made to the Owner, through the Engineer, in writing. These requested changes will be reviewed by the Engineer, Owner and ATO. If these changes are acceptable to all the aforementioned parties, the Engineer will request a modification to the CSPP previously submitted to the FAA. The Contractor shall plan on a minimum 60 days for this process to be completed. No deviation to the original CSPP shall be made without final FAA approval.

3.4 PROTECTION OF NAVIGATIONAL AIDS (NAVAIDS).

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO to evaluate the effects of construction activity and the required distances and direction from the NAVAID is required.

Runway 11-29 and Runway 6-24 NAVAIDs (PAPIs and REILs) will remain in service, without exception.

Individuals responsible for coordinating when each shutdown occurs and when each facility will be out of service are the Contractor, Owner, and Engineer.

Protection of NAVAIDS will be in accordance with sections 3.2 Coordination, 3.10 Notification of

Construction Activities, 3.12 Underground Utilities, and 3.15 Runway and Taxiway Visual Aids of this document.

3.5 CONTRACTOR ACCESS.

This section of the CSPP details the areas to which the contractor must have access, and how contractor personnel will access the project work area.

a. Location of stockpiled construction materials.

The Contractor shall store material and equipment and schedule his operations for work to be done so that no unauthorized interference to normal Airport operations will result. Construction operations shall not be conducted in a manner to cause interference with Airport Operations.

Stockpiled materials and equipment storage are not permitted within the Runway Safety Area/ Taxiway Safety Area (RSA/TSA), Obstacle Free Zone (OFZ) or Object Free Area (OFA) of an operational runway or taxiway. Stockpiled construction materials must be located inside the contractor staging areas as shown on the Construction Safety and Phasing Plan Drawings (Appendix 1) unless otherwise approved by the Engineer.

Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent Foreign Object Debris (FOD) from moving onto the airfield pavements or polluting watercourses. Stockpiled material may not exceed 25 feet in height.

Open trenches exceeding 3 inches in depth and 5 inches in width or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled material shall not be permitted within the protected areas of the runways or allowed to penetrate any of the protected airspace.

Spoil and Disposal Areas: Spoil shall be disposed of offsite by the contractor unless otherwise shown or specified. No direct payment will be made for spoiling and disposal operations. The cost of spoiling material on site, or of spoiling material off-site, shall be considered incidental to this Contract and the costs shall be included in the various pay items involved.

Location of stockpiled construction materials shall be in accordance with sections 3.6 Wildlife Management, 3.7 Foreign Object Debris (FOD) and 3.17 Hazard Marking and Lighting of this document.

b. Vehicle and pedestrian operations. Vehicle and pedestrian access routes for airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Air Operations Area (AOA).

The airport Owner will coordinate requirements for vehicle operations with the affected airport tenants. Specific vehicle and pedestrian requirements for this project are as follows:

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work area, the designated contractor staging area and any other required area under construction. Use of alternate haul routes or staging areas by the contractor shall not be permitted without prior notification and approval by the Owner's Representative.

i. Construction Site Parking:

The Contractor's personal vehicle parking area shall be outside of the airport security fence as shown on the Construction Safety and Phasing Plan drawings (Appendix 1).

A staging area, as indicated on the Contract Drawings, will be provided where the Contractor may set up a field office and store equipment and materials. The Contractor shall make his own arrangements for and bear all costs of required utilities. The Contractor shall use and maintain the site in accordance with requirements of the Owner. Upon completion of work, the Contractor's staging area shall be removed, and the area cleaned and restored to original or better condition.

ii. Construction Equipment Parking:

The Contractor's equipment storage area shall be in the contractor staging area as shown on the Construction Safety and Phasing Plan drawings (Appendix 1). The Contractor's equipment and construction vehicles shall be restricted to the construction site or storage areas during construction and parked in the equipment storage area during non-working periods. Maximum allowable equipment height in the staging area shall be 25 feet. Maximum allowable equipment height in the work areas shall be 25 feet. Maximum allowable equipment height at the borrow area shall be 25 feet (if applicable).

Contractor must service all construction vehicles within the limits of the project work area or the Contractor's Staging Area. Parked construction vehicles must be outside the OFA and never in the safety area of an active runway or taxiway. Inactive equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active). Parking areas must not obstruct the clear line of sight by the ATCT, as applicable, to any taxiways or runways under air traffic control nor obstruct any runway visual aids, signs, or navigation aids.

iii. Access and Haul Roads:

The Contractor shall clear, construct and maintain haul routes as required for the execution of the work. The haul routes and access points shall only be in the locations approved by the Engineer and the Owner or as shown on the Construction Safety and Phasing Plan drawings (Appendix 1).

Access or haul routes used by contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to airport operations. Construction traffic must remain on the designated haul routes, never straying from the approved paths. The Contractor shall fully describe the appropriate access routes to all his/her employees, subcontractors and material delivery personnel.

The Contractor shall be responsible for maintaining existing haul routes. At the completion of the project, these areas shall be returned to their original lines and grades and shall be restored to a condition equal to or better than original. Additionally, all contractor installed access roads shall be turned over to the Airport and remain in place. All non-paved areas that are disturbed by Contractor's haul roads, staging area, etc., located outside of the seeding/sodding limits shown on the plans shall be re-seeded/re-sodded and restored to their original or better condition by the Contractor at no additional cost to the Owner.

The Contractor shall control and coordinate the material (supplies) that are hauled to and from work area. Delivery of equipment and materials to the area of work shall be by way of the access route shown on the Construction Safety and Phasing Plan drawings (Appendix 1) or designated by the Owner or Engineer.

The Contractor shall maintain all haul routes and work areas in a dust free condition at all times.

The Contractor shall control dust from the construction operations by vacuum type sweeping, watering or other methods as approved by the Engineer. Contractor shall have equipment (in operating condition) on site, at all times, to control dust. If the Contractor fails to comply with this requirement, construction will be suspended until a plan for controlling the dust is approved by

the Engineer. Landside haul routes, boulevards and drives shall be kept clean by use of a vacuum sweeper on a daily basis as required.

Application of water on dirt or gravel haul routes must be provided as often as necessary. Haul roads in any airport traffic areas must be especially monitored for dust and debris to prevent any potential Foreign Object Debris (FOD) situations.

The existing perimeter roads and access roads shall remain open and accessible for airport personnel at all times. Special attention must be given to ensure that if construction traffic is to share or cross any FCFD routes, that fire department vehicles right of way is not impeded at any time, and that construction traffic on haul roads do not interfere with NAVAIDs or approach surfaces of operational runways.

Portions of the project area(s) shall be bounded by the low-profile barricades identifying Contractor personnel and vehicle area operation limits. The locations of any barricaded project limits, haul routes, Contractor Staging Areas, and associated safety and security details are also provided graphically in the attached exhibits.

iv. Marking and Lighting of Vehicles:

When any vehicle or piece of equipment, other than one that has prior approval from the Owner, must operate on an airport, it shall be escorted and properly identified.

The Contractor shall limit access within the airport security fence to authorized vehicles. All authorized vehicles shall have a vehicle dashboard placard permit issued by the Owner or an identification sign on both sides of the vehicle containing the Contractor's company name. Private vehicles of the Contractor's personnel must be parked outside the airport security fence and will not be allowed within the airport security fence at any time.

All vehicles operating on the airport and in the general vicinity of the safety area or in aircraft movement areas must be marked with flashing yellow/amber beacons or orange and white flags during daylight hours. During hours of darkness or low visibility they shall be marked with at least flashing yellow/amber beacons.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/- 15 flashes per minute. Flags shall be 3' by 3' with alternating 1' by 1' international orange and white squares and shall be replaced by the contractor if they become faded, discolored, or ragged as determined by Airport Operations or the Owner's Representative.

v. Description of Proper Vehicle Operations:

The Contractor shall be required to follow guidance on the additional identification and control of construction equipment per the Airport's Security Plan. No Contractor vehicle or pedestrian crossing of active runways or taxiways will be allowed at any time during the work of this Contract, unless otherwise specified. No deviation from the pedestrian and vehicle routes to and from the Project Areas will be allowed unless specific permission has been granted by the Owner.

The ground movement of aircraft shall have the right-of-way at all times, and the Contractor's vehicles and equipment shall yield to aircraft at all times.

vi. Required Escorts:

Escorts are not required.

All construction-related activity taking place within any airport defined movement area requires radio communication with the FAA control tower or UNICOM unless prior approval is obtained from Airport Operations. Spotters and/or flaggers having radio or telephone contact with the Airport or Tower may be used with the approval of the Engineer.

At no time shall active taxiways or taxi lanes be crossed by construction equipment without notification and proper approval/clearance from radio-trained gate guards or Airport Operations.

vii. Training Requirements for Vehicle Drivers:

The Flagler Executive Airport does not require badging or driver training. It is the responsibility of the Contractor to ensure that all employees that are permitted to drive on the airfield have the correct training and competency to operate a vehicle on an active airfield and communicate with the ATCT personnel as

needed. The Owner, Engineer, and ATCT personnel reserve the right to ban any and all personnel or employees from driving on the airfield, with or without cause.

viii. Situational Awareness:

Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall, at all time, conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport. Vehicle drivers must confirm by personnel observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations.

ix. Two-way Radio Communication Procedures:

Two-way radio communications are required between Contractors and the Airport Traffic Control Tower. Vehicular traffic located in or crossing an active movement area shall have a working two-way radio and/or be directed by a flag person in radio contact with the Airport Traffic Control Tower. Prior to proceeding into the active movement area, all drivers shall confirm through personal observation that no aircraft is approaching the vehicle position. Construction personnel may operate in movement areas without two-way radio communication provided a NOTAM is issued closing the area, and provided that the area is properly marked to prevent incursions.

The Contractor shall comply with proper radio usage, including read back requirements and proper phraseology including the International Phonetic Alphabet. Failure to abide by these requirements may result in revoked driving privileges.

x. Maintenance of the Secured Area of the Airport.

Owner and Contractor must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle. Access shall be made available at all times to all airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

c. Security.

In general, security in the construction area is the responsibility of the Contractor.

The Contractor shall be responsible for maintaining security at all access gates used during the project and will be held liable by the Owner for any breach of security. No gate shall be left open. Owner and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Temporary gates shall be equipped so they can be securely closed and locked to prevent access by animals and unauthorized people. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit “piggybacking” behind another person or vehicle.

The Contractor shall be required to maintain security and comply with the Transportation Security Administration Security Rules and Regulations throughout the duration of the project. The Contractor and the Surety shall indemnify and save harmless the Owner, Engineer and third party or political subdivision from any and all breaches of security and shall indemnify the Owner for any fines, expenses and damages which it may be obliged to pay by reason of any breach of security resulting from the Contractor's actions at any time during the prosecution of the work. Such breaches of security are subject to fines by the Transportation Security Administration of up to ten thousand dollars ($10,000) per incident.

3.6 WILDLIFE MANAGEMENT.

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

a. **Trash.** Food scraps from construction personnel activity must be collected and disposed of at a proper facility.

b. **Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period. Temporary grading may be required to promote drainage during daily operations as well as between work phases.

c. **Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.

d. **Poorly maintained fencing and gates.** The Contractor shall maintain a constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).

e. **Disruption of existing wildlife habitat.** Gopher Tortoises are known to be on-site and in the vicinity of the project area. Provisions have been made in the Contract to allow the Contractor time to conduct a survey of the site to locate and identify existing gopher tortoise burrows within and around the active work areas. If impacts to existing burrows or habitat cannot be avoided, the Contractor shall be required to apply for and obtain the proper permits and approvals to relocate the tortoises either on site or off site as needed. Protection, removal, and relocation of Gopher Tortoises is the sole responsibility of the Contractor. Failure to protect endangered species on Airport Property will result in fines and penalties from the authorities having jurisdiction over the work. The Owner and Engineer shall not be held liable for failures to identify and protect existing burrows or tortoises.

Contractor shall take immediate remedial action to remove wildlife attractants should any occurrence be noted. Contractor shall immediately report to the Engineer and Owner should any wildlife congregation be noted, and in particular if mammals enter the airport through the construction gate.

3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Special care and measures shall be taken to prevent Foreign Object Debris (FOD) damage when working in an airport environment. Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. The Contractor shall be responsible for implementing an approved FOD Management Plan prior to the start of construction activities. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. FOD control and monitoring methods shall be in accordance with AC 150/5370-2 (*Operational Safety on Airports during Construction "latest edition"*). The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chain-link enclosures may be required.

Contractors will provide their own equipment for vehicle and equipment washing and clean up.

Immediate access to a power sweeper is required when construction occurs on any pavement area inside the AOA, unless an appropriate alternative has been approved by the Owner's Representative and Air Traffic Control Manager.

3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also require special procedures. To that end, the Contractor is required to develop a spill prevention plan and response procedures for vehicle operations prior to the start of construction activities. This includes maintenance of appropriate Material Safety Data Sheets (MSDS) and appropriate prevention and response equipment on-site.

Fueling Procedures and Spill Recovery Procedures shall be in accordance with Florida Fire Prevention Code, latest edition, and the National Fire Protection Association standard procedures for spill response, latest edition. If fueling is to take place in the staging area, it must be away from catch basins. Contractor must have spill containment kits on site.

In the event of a fuel spill or the spill of other hazardous materials, the Contractor shall immediately notify the Owner and the Engineer, the St. Johns River Water Management District, and the Environmental Protection Agency.

Contractor shall abide by the specific requirements contained in the Technical Specifications of this contract.

3.9 NOTIFICATION OF CONSTRUCTION ACTIVITY.

The following is information and procedures for immediate notification of airport users and the FAA of any conditions adversely affecting the operational safety of the airport.

a. **Maintenance of a list of Responsible Representatives/ Point of contact.** A list of responsible representatives and points of contact shall be created by the Engineer, the Airport and the Contractor prior to the start of construction. This list shall be compiled as part of the project pre-construction meeting agenda. Procedures will be established to contact all parties, including after regular work hours. Updates will be made to the list throughout the project duration by the Engineer. Contractor points of contact shall be incorporated into the contractor's SPCD.

b. **Notices to Airman (NOTAM).** Only the Owner may initiate or cancel NOTAMs on airport conditions and is the only entity that can close or open a runway or taxiway. The Owner must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Owner must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the Owner. See Section 3.14 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

Any NOTAMs for planned airfield closures for this project must be coordinated through the airport director and the airports duly appointed construction management representative. Reference Section 3.2 for planned closures for this project, which require issuance of a NOTAM.

c. **Emergency Notification Procedures.** In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor's personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties. Emergency points of contact shall be incorporated into the contractor's SPCD.

d. **Accidents**. The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance for the work, whether on or adjacent to the site which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the Owner.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer giving full details of the claims.

e. **Coordination with FCFD Personnel.** The contractor shall coordinate, through the duly appointed airport representative with FCFD personnel, mutual aid providers and other emergency services if construction requires the following:

- The deactivation and subsequent reactivation of water lines or fire hydrants, or
- The re-routing, blocking and restoration of emergency access routes, or
- The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

f. **Notification to the FAA.**

i. **Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460- 1, Notice of Proposed Construction or Alteration is used for this purpose and submitted to the appropriated FAA Airports Regional or District Office. A 7460-1 form for this project has been completed and submitted by the Airport Owner/Engineer for using equipment with a maximum height of **25 feet**. A new 7460-1 form must be submitted to the FAA for review and comment for any equipment which the Contractor will use which is taller than the equipment used in the above

7460- 1 submission. The Engineer will be responsible for submitting the new 7460-1 form to the FAA. To that end, the Contractor shall identify the equipment, including the maximum height it will extended to during construction, the area(s) in which the equipment will be used, and the duration the equipment will be used

ii. **Part 157.** With some exceptions, Title 14CFR Part 157, Notice of Construction, Alteration, Activation, and Deactivation of Airports, requires that the Owner notify the FAA in writing whenever a non-Federally funded project involves the construction of a new airport; the construction, realigning, altering, activating, or abandoning of a runway, landing strip, or associated taxiway; or the deactivation or abandoning of an entire airport. Notification involves submitting FAA Form 7480-1, Notice of Landing Area Proposal, to the nearest FAA Airports Regional or District Office.

iii. **NAVAIDS.** For emergency (short notice) notification about impacts to both airport-owned and FAA-owned NAVAIDs, contact: 866-432-2622.

1. Airport owned/FAA maintained. If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.

FAA owned. The Owner must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDs. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Owner). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, through the Engineer, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDs. In addition, provide seven days' notice to schedule the actual shutdown.

3.10 INSPECTION REQUIREMENTS.

a. **Daily (or more frequent) inspections.** Inspections shall be conducted by the Contractor at least daily, but more frequently, if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Appendix 2 of this document. In addition to Contractor's required inspections, Owner may inspect the construction site three (3) times a day to ensure compliance with the CSPP. The Owner's Representative will have full-time inspectors monitoring activity throughout construction. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

b. **Inspecting Areas re-opened to aircraft traffic**. Prior to re-opening any areas to air traffic, the contractor shall ensure all work is complete and equipment and materials have been vacated from the area. All work areas shall be thoroughly cleaned, swept, and checked for FOD. Once completed, the Owner/Engineer shall review, inspect and approve all areas for re-opening to air traffic.

c. **Final inspections.** A final inspection with the Owner's Representative, Airport and Contractor will take place prior to allowing airport operations.

3.11 UNDERGROUND UTILITIES.

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. The Contractor shall locate and/or arrange for the location of all the underground cables. When an underground cable is damaged due to the Contractor's negligence the Contractor shall immediately repair the cable affected at his/her own expense. Full coordination between airport staff, field inspectors, and construction personnel will be exercised to ensure that all airport power and control cables are fully protected prior to

any excavation. Locations of cabling will be marked prior to beginning excavation.

Prior to opening an excavation, effort shall be made to determine whether underground installation: i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate locations of such an installation, the exact locations shall be determined by careful hand probing or hand digging, and/or use of a vacuum truck, and when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

The information concerning underground utilities was compiled from information and sketches furnished by or obtained from utility companies and the Airport. The Owner and the Engineer do not guarantee their accuracy. The Contractor is advised to determine the exact locations from the available sources of information or provide his own means of detection. The only case in which the Engineer will consider redesign or relocation of a proposed facility in the project is when an existing utility is located within the construction limits. In this case, the Engineer will work with the Owner to determine the appropriate action to resolve the conflict. If such relocation is impossible, the Engineer will consider re- design or relocation of the proposed facilities. In both cases, Contractor shall be responsible for all underground utilities and shall not be separately compensated for delays or extra cost.

Note that Sunshine 811 services do not include locating FAA and Owner facilities. However, the Contractor is still responsible for locating and protecting all existing utilities within and adjacent to the work areas and staging areas. Damage to existing utilities shall be repaired at the Contractor's expense and the repairs shall be completed in accordance with AHJ requirements.

Contact information for all utility owners will be provided for each company/agency.

3.12 PENALTIES.

Failure on the part of the contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the airport. The Airport may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be required to surrender their Airport Badges and/or be prohibited from working at the airport, pending an investigation of the matter.

Penalties for violations related to airport safety and security procedures will be established by the Airport.

Note: project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

3.13 SPECIAL CONDITIONS.

In the event of an aircraft emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area. The Contractor will receive notification from airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any FCFD or other emergency or rescue vehicle moving toward the Runway with emergency lights displayed. This will generally mean that an emergency situation is imminent.

Special conditions that could require suspension of the construction work include the following: aircraft in distress, aircraft accident, security breach, VIP operation, vehicle/pedestrian deviation, severe weather, or failing to abide by this Construction Safety and Phasing Plan and/or the Construction Safety and Phasing Plan drawings.

3.14 RUNWAY AND TAXIWAY VISUAL AIDS.

This topic includes marking, lighting, signs, and visual NAVAIDs. Those areas where aircraft will be operating shall be clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, the Contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual NAVAIDs remain in place and operational.

a. General. Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.

Marking and lighting for a temporary threshold is not required.

Barricades, flagging, and flashers are required at the locations and times described in the subsection titled 3.2 Phasing shall be supplied by the Contractor. All Lighted Closed Runway Markers shall be provided by the Contractor and maintained by the Contractor for the duration of this project.

b. Markings. Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, current edition, and the drawings and technical specifications of this project.

c. Lighting and visual NAVAIDs. All taxiway edge lights in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of an appropriately cut length of PVC pipe.

d. Signs. Signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems, current edition. Airfield signage will be installed and/or replaced/retrofitted along impacted taxiways and taxi lanes.

e. Maintenance of Airport Lighting. All existing airfield lighting circuits shall be maintained in full operation throughout the period of this Contract. Where disconnections are required, such work shall be scheduled at such times and in such a manner as approved by the Owner. The Contractor is required to allow the full use of airfield lighting circuits in open movement areas during night operations and during periods of low visibility. The Contractor shall provide such temporary lights and cables as required to maintain full use of existing airfield lighting circuits. Temporary above ground lighting cables, if approved, shall be delineated with stakes and flagging at the direction of the Engineer.

All circuits in the vicinity of the work area shall be tested prior to, during and after construction. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits as specified below. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental and shall be at the sole expense of the Contractor. For phased projects, the tests must be completed by phase and results meeting the specifications below must be maintained by the Contractor throughout the entire project as well as during the ensuing warranty period.

Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.

Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. If damaged by the Contractor's activities, the Contractor shall be required to repair/replace at their own cost. The conductors shall be isolated such that no parallel path exists and tested for continuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

The test equipment for insulation resistance shall be an insulation resistance tester (1,000V megger) with a digital readout. The instrument shall provide a 500-volt test for insulation resistance with a meter range of 0 to 500 megohms. The Contractor shall test, demonstrate and record to the satisfaction of the Engineer the following:

a. Test Requirements Prior to Construction.

(1) Test all circuits within the work area for continuity and insulation resistance to ground, at the electrical building, in the presence of the Engineer and the Owner.

(2) Provide a copy of the test results to the Engineer and the Owner.

(3) Check that all circuits are properly connected in accordance with applicable wiring diagrams.

b. Test Requirements During Construction. Circuit testing during construction shall be as directed and witnessed by the Engineer when the Contractor is working on existing circuitry or excavating adjacent to or near existing circuitry. Circuit testing during construction will not be required during the times when the Contractor's operations do not affect existing airfield lighting circuitry. It is the intent of this section to ensure that airfield lighting circuitry remains operational throughout the duration of the Contract.

(1) Test all circuits within the work area for continuity and insulation resistance to ground at the electrical building, prior to energizing any circuit.

(2) Insure that all circuits within the work area are operational, prior to the Contractor leaving the project at the end of the workday. Specific times for circuit checks will be determined by the Engineer relative to the Contractor's work hours each day.

(3) Segment test new non-grounded series circuits during installation. Length of cable segment tested shall not have more than five (5) splices, light units and/or electrical equipment between the ends being tested. Insulation resistance to ground shall be not less than 500 megohms.

(4) Ensure that the insulation resistance to ground of each segment of new non-grounded conductors of multiple conductor circuits is not less than 500 megaohms.

(5) That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes or equipment. The fall-of-potential ground impedance test shall be utilized, as described by ANSI/IEEE Standard 81, to verify this requirement. Ground rods testing higher than 25 ohms shall have a minimum extension of ten (10) feet of ground rod added, driven to the proper elevation and re-tested. Extensions shall be attached by exothermic methods and re-testing performed until the tests show 25 ohms resistance or less. Tests shall not be performed within 72 hours after a rainstorm has ended or when standing water is present around the ground rod.

(6) Ensure that all circuits are properly connected in accordance with applicable wiring diagrams.

(7) The Contractor shall test all circuits within the work area for continuity after backfilling cable trenches. The reading shall be logged and provided to the Engineer prior to payment of cable items.

(8) Provide a copy of all test results to Engineer and Owner on a daily basis.

c. Test Requirements at the Completion of the Project. The Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

(1) Test all circuits within the work area for continuity and insulation resistance to ground, at the

electrical building, in the presence of the Engineer and the Owner.

(2) That all original lighting power and control circuits are continuous and insulation resistance to ground is not lower than before construction.

(3) That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits. That all affected circuits (existing and new) are free from unspecified grounds.

(4) That all affected circuits (existing and new) are free from unspecified grounds.

(5) That the insulation resistance to ground of all new non-grounded series circuits or cable segments is not less than 50 megohms.

(6) That the insulation resistance to ground of all non-grounded conductors of new multiple circuits or circuit segments is not less than 50 megohms.

(7) That all affected circuits (existing and new) are properly connected in accordance with applicable wiring diagrams.

(8) That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

The Contractor shall be responsible for maintaining an insulation resistance of 50 megohms minimum, with isolation transformers connected, in new circuits and new segments of existing circuits through the end of the contract warranty period.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.

3.15 MARKING AND SIGNS FOR ACCESS ROUTES.

Location of haul routes on the airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix 1. It shall be the Contractor's responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications, as applicable.

3.16 HAZARD MARKING AND LIGHTING.

a. Purpose. Hazard marking and lighting prevents pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the Contractor for the duration of construction operations.

b. Equipment. Low Profile Barricades of the type detailed in the project drawings with red omnidirectional flashing lights shall be placed outside the safety area of intersecting taxiways at the edge of the closed airfield surfaces and the project work limits. All Low-Profile Barricades placed throughout the project shall be interlocked. Layout locations for this equipment are as shown on the Construction Safety and Phasing Plan drawings and attached exhibits, reference Appendix 1.

Plastic Drum Type Barricades of the type detailed in the project drawings with omnidirectional flashing lights shall be placed. Layout locations for this equipment are as shown on the Construction Safety and Phasing Plan drawings and attached exhibits, reference Appendix 1.

The Contractor shall have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The Contractor must file the contact person's information with the Owner. Lighting should be checked for proper operation at least once per day, preferably at dusk.

3.17 WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION.

Prior to starting any night work, a temporary lighting plan shall be submitted by the Contractor to the Engineer for review and approval. Night work shall only be permitted if approved by the Engineer and the Owner. Any proposed night work is required to have any and all necessary lighting equipment to adequately illuminate the indicated work area. Construction lighting should be positioned to cast the most natural color illumination and contrast with a minimum of shadows. Any construction lighting and light towers used during nighttime construction must be removed from the construction site when the area is reopened to aircraft operations. It is the contractor's responsibility to provide the necessary lighting required to finish any proposed night work. No additional compensation or claims shall be made to execute night work. Additionally, this project is intended to be constructed in "1 shift per day" not to exceed 12 hours, without approval from the Engineer. Should the Contractor desire to perform night work, the RPR/Engineer/Inspector shall be permitted time to adjust schedules. No work shall be allowed for 24 hours prior to the start of night work, and no work shall be permitted 24 hours after the completion of night work to allow time for on site staff to adjust sleep schedules. No additional time shall be granted to the Contractor for these stoppages. The Contractor shall be required to factor these time limitations in to their schedule of work.

3.18 PROTECTION OF AIRFIELD AREAS.

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations.

a. Runway Safety Area (RSA). A runway safety area is the defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway by aircraft.

Runway	Aircraft Design Group	RSA Distance from Centerline		RSA Width	RSA Length from End of Runway
		RSA	Holdline		
11-29	III	250 ft.	250 ft.	500 ft.	1,000 ft. Overrun 600 ft. Undershoot
6-24	II	200 ft.	250 ft.	400 ft.	1,000 ft. Overrun 600 ft. Undershoot

No construction may occur within the existing RSA while the runway is open. Any construction between RSA and Hold line must be approved by the Airport prior to starting work.

The airport owner must coordinate any adjustment of RSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

Open trenches or excavations are not permitted within the RSA while the runway is open. The Contractor must backfill trenches before the runway is opened. Coverings are not allowed in runway safety areas.
There shall be no stockpiled materials or equipment stored within the limits of the RSA.
After the Runway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain RSA standards, that is, the RSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

b. Runway Object Free Area (ROFA). Construction, including excavations, may be permitted in the ROFA. However, equipment must be removed from the ROFA when not in use, and material should not be stockpiled in the ROFA if not necessary. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval.

Runway	Aircraft Design Group	ROFA Distance from Centerline	ROFA Width	ROFA Length from End of
11-29	II	400 ft.	800 ft.	1,000 ft. Overrun 600 ft. Undershoot
6-24	II	400 ft.	800 ft.	1,000 ft. Overrun 600 ft. Undershoot

c. Taxiway Safety Area (TSA). The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.

Taxiway	Aircraft Design Group	TSA Distance from Centerline	TSA Width
All	II	39.5 ft.	79 ft.

Open trenches or excavations are not permitted within the TSA while the taxiway is open. The Contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.

The airport owner must coordinate any adjustment of TSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

After the Taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

d. Taxiway Object Free Area (TOFA). Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway/taxilane object free area during normal operations. Thus, the restrictions are more stringent. No construction equipment may be parked within the TOFA while the taxiway/taxilane is open for aircraft operations.

Construction activity may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

(i) Appropriate NOTAMs are issued.

(ii) Marking and lighting meeting the provisions above are implemented.

(iii) Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be

airline/aviation personnel rather than construction workers. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

Taxiway	Aircraft Design Group	TOFA Distance from Centerline	TOFA Width
All	II	65.5 ft.	131 ft.

Taxilane	Aircraft Design Group	TLOFA Distance from Centerline	TLOFA Width
All	II	57.5 ft.	115 ft.

a. Obstacle Free Zone (OFZ). Construction personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.

b. Runway approach/departure surfaces. All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the Owner with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and airport users.

Runway End	Aircraft Approach Category	Airplane Design Group	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
11	C	II	200 ft.	34:1 to threshold
29	C	II	200 ft.	34:1 to threshold
6	C	II	200 ft.	34:1 to threshold
24	C	II	200 ft.	34:1 to threshold

3.19 OTHER LIMITATIONS ON CONSTRUCTION.

A. Prohibitions. The following prohibitions are in effect for the duration of this project:

1. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
2. No use of open flame welding or torches unless fire safety precautions are provided, and the Owner has approved their use.
3. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the airport property.
4. No use of flare pots within the AOA.

B. Restrictions.

i. Construction suspension required during specific airport operations – Not Applicable

ii. Areas that cannot be worked on simultaneously –Work areas shall be completed in accordance to Section 3.2.b – Construction Work Phasing Requirements.

iii. Day or night construction restrictions – Night work shall not be allowed unless approved by the Engineer/Owner. Equipment for nighttime lighting of construction areas shall be sufficient to adequately illuminate the work area in order to ensure quality construction. The lights shall be positioned to provide the most natural color illumination and contrast with a minimum of shadows. Lighting pavements from both sides is considered preferable as lighting from only one side can result in objectionable shadows. Light towers shall be positioned and adjusted to aim away from ATCT cabs, active runways, and active taxiways to prevent blinding effects. The Contractor shall prepare a plan showing the locations, heights and aiming points of light towers for review by the Owner, Engineer and ATCT personnel. The final location and aiming of light towers shall be determined by trial, therefore, the Contractor must be aware that several attempts at locations and aiming angles may be necessary before the light towers can be operational. Light towers shall be removed from the construction site prior to opening the pavement to aircraft operations.

It is recommended that all equipment, except haul trucks, be equipped with artificial illumination to safely illuminate the area immediately surrounding their location.

Unless provided for elsewhere, the cost of nighttime lighting of construction areas shall be considered a subsidiary and incidental part of construction and as such, the Contractor shall include all costs associated with nighttime lighting of construction areas in the various pay items of work involved.

Where work on this Contract is not scheduled for night work and the Contractor requests and receives permission to work at night, there will be no additional compensation allowed for the extra costs associated with night work.

iv. Seasonal Construction Restrictions – Not Applicable

APPENDIX 1

CONSTRUCTION SAFETY AND PHASING PLAN DRAWINGS (CONSTRUCTION SAFETY AND PHASING PLANS GC101-GC501)

SECTION 90 MEASUREMENT AND PAYMENT

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

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

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

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

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

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

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) 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

Term	Description
	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 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	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.

Term	Description
	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. 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%. 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. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. 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. 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.
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 *Payment for Extra Work*.
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.

From the total of the amount determined to be payable on a partial payment, five **(5) percent** of such total amount will be deducted and retained by the Owner for protection of the Owner’s

interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

a. 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.

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

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 prime contract, the work of a subcontractor covered by the acceptance is deemed to be satisfactorily completed.

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.

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.

m. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from the Prime Contractor.

n. Additional closeout documentation as requested by the Engineer.

END OF SECTION 90

FAA Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on March 17, 2026)

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APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 BREACH OF CONTRACT TERMS

BREACH OF CONTRACT TERMS

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

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

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

A3 BUY AMERICAN PREFERENCE

A3.1.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A3.1.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A3.1.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (**Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A4 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.1.1 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.1.1 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

3) Other types of contracts with utility companies involving property covered by A5.4.2, A5.4.3, or A5.4.4.

Compliance with Nondiscrimination Requirements:

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

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

b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

A6 CLEAN AIR AND WATER POLLUTION CONTROL

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

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

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A8 COPELAND "ANTI-KICKBACK" ACT

COPELAND "ANTI-KICKBACK" ACT

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

A9 DAVIS-BACON REQUIREMENTS

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including

the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the

job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

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

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

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

A10 DEBARMENT AND SUSPENSION

A10.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

A10.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

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

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

A11 DISADVANTAGED BUSINESS ENTERPRISE

A11.1.1 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the City of Ormond Beach to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12 DISTRACTED DRIVING

TEXTING WHEN DRIVING

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

A17 PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

A18 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A19 TERMINATION OF CONTRACT

A19.1.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

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

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

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

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

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

A19.1.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

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

A20 TRADE RESTRICTION CERTIFICATION

TRADE RESTRICTION CERTIFICATION

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

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

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

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

A21 VETERAN'S PREFERENCE

VETERAN'S PREFERENCE

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

A22 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A23 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

"General Decision Number: FL20260232 05/18/2026

State: Florida

Construction Types: Building

Counties: Florida Counties of
Flagler and Volusia

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 30.12	13.11

ELEC0756-005 09/01/2025

	Rates	Fringes
ELECTRICIAN	$ 31.02	14.43

ELEV0139-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A. EMPLOYER CONTRIBUTIONS 8% OF REGULAR HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS MORE THAN 5 YEARS; EMPLOYER CONTRIBUTIONS 6% OF REGULAR HOURLY RATE TO VACATION PAY CREDIT FOR EMPLOYEE WHO HAS WORKED IN BUSINESS LESS THAN 5 YEARS. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY	$ 53.73	38.44

ENGI0487-022 07/01/2016

	Rates	Fringes
OPERATOR: OILER	$ 23.50	9.20
OPERATOR: MECHANIC	$ 32.05	9.20
OPERATOR: FORKLIFT	$ 23.25	9.20

ENGI0673-016 05/01/2024

	Rates	Fringes
OPERATOR: CRANE (TOWER CRANE; CRAWLER CRANE; TRUCK CRANE; HYDRO CRANE)	$ 36.00	15.10
OPERATOR: CRANE (GANTRY CRANE; BRIDGE CRANE)	$ 36.00	15.10

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER: ORNAMENTAL	$ 28.90	15.66

PLUM0295-002 01/01/2025

	Rates	Fringes
PLUMBER	$ 41.60	22.68

PLUM0295-005 01/01/2025

	Rates	Fringes
HVAC MECHANIC: INCLUDES PIPE AND UNIT INSTALLATION.	$ 33.90	15.15

SFFL0821-004 07/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 35.03	24.00

SHEE0015-006 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION)	$ 25.75	16.92

SUFL2014-041 08/16/2016

	Rates	Fringes
TRUCK DRIVER: LOWBOY TRUCK	$ 14.24	0.00
TRUCK DRIVER: DUMP TRUCK	$ 12.95	2.28
TILE SETTER	$ 17.25	1.74
ROOFER	$ 16.59	0.00
PIPEFITTER, EXCLUDES HVAC PIPE AND UNIT INSTALLATION	$ 23.16	10.34
PAINTER: BRUSH, ROLLER AND SPRAY	$ 13.54	0.00
OPERATOR: ROLLER	$ 14.43	4.78
OPERATOR: LOADER	$ 16.30	0.00
OPERATOR: GRADER/BLADE	$ 18.97	0.00
OPERATOR: BULLDOZER	$ 15.40	1.90
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 17.80	2.81
LABORER: PIPELAYER	$ 15.00	0.54
LABORER: MASON TENDER - CEMENT/CONCRETE	$ 12.00	0.00
LABORER: COMMON OR GENERAL	$ 11.61	0.00
IRONWORKER, STRUCTURAL	$ 21.87	0.00
IRONWORKER, REINFORCING	$ 22.81	11.58
CEMENT MASON/CONCRETE FINISHER	$ 19.00	0.00
CARPENTER	$ 17.92	0.00

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

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

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ﷿SU﷿ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

﷿SU﷿ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ﷿SA﷿ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ﷿SA﷿ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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SECTION C-102 TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL

DESCRIPTION

102-1 This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 GRASS. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 MULCHES. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 FERTILIZER. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 SLOPE DRAINS. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 SILT FENCE. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 OTHER. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 GENERAL. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 SCHEDULE. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 CONSTRUCTION DETAILS. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor’s capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor’s negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 INSTALLATION, MAINTENANCE AND REMOVAL OF SILT FENCE. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT & BASIS OF PAYMENT

102-4.1 Temporary erosion and pollution control work are considered a necessary and

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.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

SECTION C-105 MOBILIZATION

105-1.1 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.

105-1.2 MOBILIZATION LIMIT. Mobilization shall be limited to 10 percent of the total project cost.

105-1.3 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.

105-1.4 ENGINEER/RPR FIELD OFFICE. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-2.1 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, 50%.

b. When 50% or more of the original contract is earned, an additional 40%.

c. 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

105-3.1 PAYMENT WILL BE MADE UNDER:

Item C-105	Mobilization (10% Maximum) – 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 SECTION C-105

SECTION P-100 - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

PART 1 - GENERAL

1.1 PURPOSE

A. The purpose of this Section is for the adoption by Reference of, The **Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Current Edition (FDOT Standard Specifications)**, for Technical Criteria and Description of the Division II – Construction Details, and Division III - Materials, which are typically associated with roadway construction and related work. The FY26/27 FDOT Standard Specifications table of contents has been included at the end of this specification for clarity.

B. Adoption of these FDOT Standard Specifications shall not be limited to roadway construction, but may include but not be limited to Paving, Grading, and Drainage improvements related to Site Work/Civil Projects of the North Perry Airport, as applicable.

C. Unless specifically stated otherwise, Division 1 of this Project Manual, takes precedence over the applicable sections of the FDOT Standard Specifications, i.e., Division I – General Requirements and Covenants.

1.2 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections including sustainability requirements, apply to this Section.

B. When the FDOT Standard Index Drawings are referenced on the Drawings or in the Contract Documents, the work or item shall comply with the Florida Department of Transportation Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Current Edition, except as specifically modified elsewhere in the Contract Documents.

PART 2 – DEFINITIONS

2.1 DEFINITION OF TERMS

A. The following paragraphs redefine the FDOT terms (as listed in Division I, Part 1) to be consistent with the Contract Documents.

1. **Contractor** shall mean the entity entering into the Contractual Agreement with Flagler County for the execution and delivery of the project.

2. **Contractor's Engineer of Record** shall mean an Engineer, Licensed by the State of Florida, hired by the Contractor to perform Professional Engineering Design Services related to the project. Submittals made by the Contractor's Engineer of Record to the Owner under the provisions of Division 1, shall carry his/her signature, date and seal. (**Related Definition: Contractor's Surveyor** shall mean a Surveyor hired by the Contractor to perform project related services, such as but not limited to, staking and layout of lines and grades of the work, and recording As-Built (As-Constructed) conditions. Submittals made by the Contractor's Surveyor to the Owner under the provisions of Division 1, shall be prepared from a Florida Licensed Surveyor, and shall carry his/her signature, date and seal.)

3. **Department** where used to denote an approved plant, material, product, or similar reference, shall mean the Florida Department of Transportation. Where used to denote the Contracting Entity, it shall mean the County of Flagler, or the Owner's Authorized Representative, or Engineer.

4. **Engineer** shall mean Flagler County, or their duly authorized representative, (Owner's Authorized Representative, or Engineer).

5. **Engineer of Record** shall mean the Professional Engineer or Engineering Firm that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans (Drawings) and Specifications of the work.

6. **Inspector** shall mean a duly authorized entity of Flagler County, the Engineer, and/or the Engineer of Record, assigned to make official inspections of the materials furnished and of the work performed by the Contractor. Additional Inspection Oversight may be performed by any Authority Having Jurisdiction (AHJ), including but not limited to the South Florida Water Management District, Florida Department of Environmental Protection, etc.

7. **Laboratory** shall mean any official testing laboratory used by Flagler County, the Engineer, and/or the Engineer of Record. (**Related Definition: Contractor's Laboratory** shall have a similar definition representing the Contractor for Quality Control purposes, and/or for confirmation/comparison to the Laboratory's testing results.)

8. **Right of Way** shall not be limited to defined limits of titled land around a roadway. As used in the FDOT Standard Specifications, Right of Way shall encompass all areas where the specified work is depicted in the Contract Documents.

9. **Secretary** shall mean Flagler County or their Engineer.

10. **Specialty Engineer**: See **Contractor's Engineer of Record**, except used for the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the work, or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to foundation designs, non-standard expansion joints, MSE wall designs, and other specialty items.

PART 3 – EXECUTION

3.1 MEASUREMENT AND PAYMENT

Method of measurement and basis of payment for material and work performed in conformance with the above specifications shall be as indicated on the BID SCHEDULE at the unit shown on the bid schedule. The costs listed on the bid schedule shall be full compensation for labor, equipment, materials and incidentals necessary to complete the work in conformance with the Plans and Specification to the satisfaction of Flagler County. Incidentals include, but are not limited to, items which have specific FDOT bid item numbers in the referenced specifications but are not included in the Bid Schedule.

3.2 CONFLICT RESOLUTION

A. In the event of any conflict(s) between the Contract Documents and the FDOT Standard Specifications, the precedence in resolving such conflict(s) shall be as follows:

1. Bidding and Contract Requirements, and Technical Specifications for the project as located in this project Manual shall govern over FDOT Bid and Contract Requirements.

2. Greater Quantities shall govern over lesser.

3. Higher quality and/or more stringent requirements as adjudged by the Engineer shall govern over lesser.

4. Where FDOT Specifications refer to the "Engineer", "Engineer of Tests", or "Division of Tests", it shall be understood to mean the Engineer of the Owner as Stated in the CONTRACT.

PART 4 – QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA) TESTING

4.1 ACCEPTANCE TESTING IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR

A. All verification testing required in the technical specifications shall be the responsibility of the Contractor. The Contractor shall utilize an independent pre-approved, accredited and licensed testing company to perform verification testing at the frequencies show in the specifications. The Contractor shall send the signed and sealed test results to the Engineer prior to moving on to the next work item. Payment for QC and QA Verification shall be included in each work item listed on the bid schedule. No additional payment will be made for QC and QA Verification testing.

B. Any references in the technical specifications to the Engineer or Owner performing testing, such as "*the Engineer shall be responsible for verification testing…*" or "*the Engineer will perform…*" shall be revised to be the responsibility of the Contractor under the same requirements and at the same frequency. The Contractor shall be responsible for providing the required testing results to the Engineer for material acceptance.

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END OF SECTION P-100

ITEM P-632 ASPHALT PAVEMENT REJUVENATION

DESCRIPTION

632-1.1 This item shall consist of a rejuvenator properly proportioned, mixed, and spread on an asphalt pavement surface, including airport pavements serving small airplanes 12,500 lbs (5670 kg) or less, roads, and other general applications. The application of the rejuvenator shall be in accordance with these specifications and shall conform to the dimensions shown on the plans or as directed by the Resident Project Representative (RPR).

The term “rejuvenation product” will carry the same connotation as the term “rejuvenator” or “rejuvenator/sealer.” The term “rejuvenation product” will be used throughout this specification for the purpose of recognizing rejuvenation performance for each class of rejuvenation products.

632-1.2 ASPHALT PAVEMENT REJUVENATION. This item governs the application of an asphalt pavement rejuvenation product applied to a previously placed asphalt surface in accordance with these specifications, as shown on the plans, or as directed by the RPR. The purpose of this product is rejuvenation of the upper 3/8 inch (9 mm) of oxidized or otherwise aged asphalt binder without causing an unacceptable reduction in the friction characteristics (skid resistance) of the pavement section. Additionally, the rejuvenation product should not introduce unacceptable pavement distresses such as raveling, high temperature deformation (rutting), and loss of strength. The rejuvenation product should not contribute to accelerated deterioration of the pavement.

MATERIALS

632-2.1 REJUVENATION PRODUCT.

a. The rejuvenation product must be capable of achieving the minimum changes in the asphalt binder properties shown in Tables 1 or 2 after proper application and field exposure.

b. The binder extracted per ASTM D2172, Method A and recovered per ASTM D1856 or D5404 from samples of the upper 3/8 inch (9 mm) of the surface of the treated pavement must exhibit the percent decrease in absolute viscosity or complex viscosity and corresponding phase angle increase listed in Tables 1 or 2, when compared to the values from adjacent untreated samples from the same pavement in the prescribed timeframe.

c. The submittal must include, from previous projects, independent laboratory test results accredited by an American Association of State Highway Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL). The test results should verify the ability of the proposed rejuvenation product to achieve the minimum changes in asphalt binder properties shown in Table 1 or 2.

Table 1. Asphalt Pavement Three (3) Years or Less in Age

Item	Property of Recovered Binder[2]	Requirement	Test Method
1	Absolute Viscosity $_{60°C}$, P	≥ 25% Decrease[2]	ASTM D2171
2a	Complex Modulus $_{60°C}$, G*		AASHTO T315
2b	Viscosity $_{60°C}$, η = G* / ώ Pa·s		
2c	Phase Angle $_{60°C}$, δ,°	Report	

Table 2. Asphalt Pavement More than Three (3) Years in Age

Item	Property of Recovered Binder [2]	Requirement	Test Method
1	Absolute Viscosity $_{60°C}$, P	≥ 40% Decrease [2]	ASTM D2171
2a	Complex Modulus $_{60°C}$, G*, kPa		AASHTO T315
2b	Viscosity $_{60°C}$, η* = G* / ώ Pa·s		
2c	Phase Angle $_{60°C}$, δ,°	Report	

[2] Procedures: Sample collection for application and acceptance as noted in this specification. Sample weights and measure by ASTM D3549; Extraction by: ASTM D2172, Method A using toluene (conditioning to remove moisture will not be accomplished); Recovery by: ASTM D1856 (Abson) or ASTM D5404 (Roto-Vap); and binder extraction, recovery and testing within 48 hours of obtaining pavement cores or equivalent surface area samples.

d. The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

632-2.2 REJUVENATION DOCUMENTATION/CERTIFICATION.

a. Performance. The submittal must include documentation of previous use and test data conclusively demonstrating that the rejuvenation product has been used successfully for a period of two or more years by other user agencies; and that the asphalt rejuvenation product has been proven to perform in a manner equivalent to this specification, as demonstrated through field testing by/independent testing laboratory as to the required change in the recovered asphalt binder properties. Testing data must be submitted indicating such product performance from at least two projects representative of two different asphalt mix designs, each being tested for a minimum of two years to ensure reasonable longevity of the treatment, as well as product consistency. The performance documentation must be presented from a geographically similar climatic region of the United States as that for this project, for example, wet-warm, wet-cool, dry-warm, and dry-cool, and contain data specified in paragraph 632-2.1.c.

b. Friction characteristics. Not required. **] [** The Contractor shall submit to the RPR friction tests, from previous airport projects which used the rejuvenation product in a similar environment, in accordance with AC 150/5320-12, at 40 mph (65 km/h) wet, showing, as a minimum; friction value of pavement surface prior to sealant application; two values, tested between 24 and 96 hours after application, with a minimum of 24 hours between tests; and one value tested at no less than 180 days or greater than 360 days after the application. The results of the two tests between 24 and 96 hours shall indicate friction is increasing at a rate to obtain similar friction value of the pavement surface prior to application, and the long-term test shall indicate no apparent adverse effect with time relative to friction values and existing pavement surface. The Contractor shall submit to the RPR a list of airports which meet the above requirements, as well as technical details on application rates, aggregate rates, and point of contact at these airports to confirm use and success of sealer. Friction tests shall be submitted from no less than one of the airports on the list and each set of tests described above, must be from one project.

Submittals without the required friction performance will not be approved. Friction tests performed on this project cannot be used as a substitute of this requirement.

c. Health, safety, and environment. The Contractor must provide a complete Safety Data Sheet (SDS) in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Regulations (Standards – 29 CFR), 1910.1200 which establishes the requirement and minimum information for the SDS for hazardous materials. The SDS, Section II, shall include the Chemical Abstracts Service (CAS) registry numbers for all applicable hazardous ingredients in the rejuvenation product. The Contractor must provide the manufacturer's certification that the rejuvenation product complies with the Code of Federal Regulation (CFR) Title 40 – Protection of Environment. The manufacturer's certification shall address compliance for Air Programs, Part 59, National Volatile Organic Compound Emission Standards for Consumer and Commercial Products (for the airport location) and Water Programs, Part 116, Designation of Hazardous Substances.

APPLICATION RATE

632-3.1 CONTROL AREAS AND CONTROL STRIPS. A qualified manufacturer's representative shall be present in the field to assist the Contractor in applying control areas and/or control strips to determine the appropriate application rate of the rejuvenation to be approved by the RPR.

The Contractor must place a series of test areas/sections at application rates as judged necessary by the manufacturer to establish the appropriate project application rates for the specific product. As a minimum, a test area/section is required for each different asphalt mix design identified in the project. Separate control strips by a minimum of 200 feet between sections. The same equipment and method of operation shall be utilized on the control area(s) and/or control strip(s) as will be utilized on the remainder of the work.

The Contractor must select test areas/sections to obtain pavement cores or saw cut "slabs" (equivalent surface area samples) in accordance with paragraph 632-6.3. The pavement cores or equivalent surface area samples must be taken after application of the rejuvenation control strips is fully cured. The pavement cores shall be tested in accordance with Table 1 or 2, Item 1 and Item 2a, paragraph 632-2.1 for the purpose of determining a recommendation for the rejuvenation product application rates. The Contractor is responsible for all sampling and testing associated with the control strips.

For runway and taxiway surfaces, the Contractor shall place control strips to determine skid resistance. The skid resistance of the existing pavement shall be determined for each test areas/section with a continuous friction measuring equipment (CFME). Test areas shall be a minimum of 300 feet (90 m) long by 12 feet (3.6 m) wide, or width of anticipated application, whichever is greater. The area to be tested will be located on a representative section of the pavement to receive the surface treatment designated by the RPR. The test areas/sections should be placed under similar field conditions as anticipated for the actual application. The skid resistance test after application shall be at approximately the same location as the test done on the existing pavement. The Contractor may begin testing the skid resistance of control strips after application of the asphalt surface treatment has fully cured. Aircraft shall not be permitted on the runway or taxiway control strips until such time as the Contractor validates that its surface friction meets the minimum friction levels in AC 150/5320-12, Table 3-2 when tested at speeds of 40 and 60 mph (65 and 95 km/h) wet with approved CFME.

Full production shall not begin without the RPR's approval of an appropriate application rate(s). Acceptable test areas/sections shall be paid for in accordance with paragraph 632-8.1. Any pavement test areas/sections damaged by the surface treatment shall be removed and replaced as directed by the RPR at the Contractor's expense.

632-3.2 APPROVAL. The Contractor and the RPR shall examine the control strips 24 hours after treatment to determine if the entire rejuvenation product has penetrated into the surface. Application rates that have not allowed full penetration into the pavement surface after 24 hours must not be permitted to be used for full production. The application rates for full production must be determined by the Contractor and approved by the RPR based on the Contractor's recommendation and observation of control strips and control strip data from paragraph 632-3.1.

CONSTRUCTION

632-4.1 WORKER SAFETY. The rejuvenation product must be handled with caution. The Contractor must obtain a SDS for the rejuvenation product and require workmen to follow the manufacturer's recommended safety precautions.

632-4.2 WEATHER LIMITATIONS. The rejuvenation product must be applied only when the existing surface is dry and the weather forecast is in accordance with the manufacturer's recommendations for application and curing. The rejuvenation product must not be applied during inclement weather or when rain or freezing temperatures are anticipated within 24 hours before or after application. If weather conditions interfere with application and/or curing, the RPR may at his discretion suspend the job or require remedial action as deemed necessary.

During application, account for wind drift. Cover existing buildings, structures, runway edge lights, taxiway edge lights, informational signs, retro-reflective marking and in-pavement duct markers as necessary to protect against overspray before applying the rejuvenation product. Should the rejuvenation product get on any light or marker fixture, promptly clean the fixture. If cleaning is not satisfactory to the RPR, the Contractor shall replace any light, sign or marker with equivalent equipment at no cost to the Owner.

632-4.3 EQUIPMENT. The Contractor must furnish all equipment and hardware necessary for the performance of the work. The rejuvenation product should be delivered in dedicated tankers and/or containers with agitating equipment and filters, per manufacturer's recommendations. The

distributor must be designed and equipped in accordance with the manufacturer's recommendations, but include as a minimum, the following characteristics:

a. Adequate heating capability for rapid heating of the rejuvenator to the proper application temperature.

b. A positive displacement pump capable of pumping low viscosity material and providing a preselected constant pressure to deliver the specified rates of application.

c. A full circulation spray bar and applicator that maintain proper nozzles, which provide the specified rate of application.

d. A hooded spray bar and applicator that maintain proper nozzle height.

e. A positive shut-off for the spray bar and a hand spray (with hose) equipped with a positive shut-off at the spray gun.

f. A thermometer installed in the distributor tank to measure the temperature of the rejuvenation product at the time of the application.

g. A speedometer calibrated to a minimum of tenths of miles per hour.

h. A chart listing the capacity of the tank (in gallons (liters)) for each one inch (25 mm) of depth. A chart showing speed/pressure application rates must also be included.

632-4.4 PREPARATION OF ASPHALT PAVEMENT SURFACES. Clean pavement surface immediately prior to placing the seal coat so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease from the asphalt pavement by scrubbing with a detergent, washing thoroughly with clean water, and treating these areas with the oil spot primer. Any additional surface preparation, such as crack repair, shall be in accordance with P101-3.6.

632-4.5 APPLICATION OF REJUVENATION PRODUCT.

a. Following preparation and subsequent inspection of the surface and consideration for skid resistance, the rejuvenation product shall be uniformly applied over the surface to be treated at the approved rate with an allowable variation from the approved rate of application of ±5%, in accordance with ASTM D2995.

b. Materials shall be applied at the temperature recommended by the manufacturer.

c. Other rejuvenation product application procedures include:

(1) Calibration test. Contractor must furnish all equipment, materials, and labor necessary to calibrate the asphalt distributor or other application equipment. Calibration must be made with approved job material and prior to applying the rejuvenation product to the prepared surface. Calibration of the asphalt distributor and the specialized asphalt spray applicator must be in accordance with ASTM D2995.

(2) Excess rejuvenation product removal. Manufactured sand, as approved by the RPR, must be provided by the Contractor at no additional costs and must be spread in sufficient quantity to effectively blot up any excess rejuvenation product remaining on the treated pavement surface after 24 hours at no additional costs.

(3) Ponding and puddling of rejuvenation product. If low spots and depressions in the pavement surface cause ponding or puddling of the rejuvenation product, the pavement surface must be broomed with a broom drag. Brooming should continue until the pavement surface is free of any pools of excess material. Ponding and/or puddling must not cause excess pavement softening and/or additional distress. The RPR must inspect and approve areas after “brooming.”

(4) Excess runoff of rejuvenation product. The application rate should be reduced, and the RPR notified, if the surface grade of the pavement surface causes excessive runoff of the rejuvenation product. Additional rejuvenation product, if necessary, may be subsequently applied after the first application of material has penetrated into the pavement to achieve the required properties of the treated binder

(5) Insufficient rejuvenation product. When it is determined by the RPR that the actual application rate of the rejuvenation product is more than 5% below the approved application rate, subsequent applications of materials must be made to bring the actual application rate up to the approved rate; additional rejuvenation product must penetrate into the pavement surface within 24 hours after application. Multiple applications may be required at the discretion of the RPR, requiring additional pavement sampling and rejuvenation testing to assure compliance with Table 1 or 2 of paragraph 632-2.1.

632-4.6 CURE TIME REMEDIAL OPTION – APPLICATION OF SAND.

a. The Contractor must apply sand to the surface of the treated asphalt pavement if the rejuvenation product does not meet the cure time requirement and/or the frictional characteristics (skid resistance) have been reduced to an unacceptable level. An unacceptable level of frictional characteristics (skid resistance) is defined in paragraph 632-6.6.

b. The manufactured sand must be dry, hard, durable, free from clay, salt and foreign matter and well graded (100% passing #8 (2.36 mm) sieve and less than 10% passing #200 (75 µm) sieve). The sand must be uniformly applied at a rate of 3.0 lb/yd^2 ±0.5 lb/yd^2, rolled (as recommended by the Contractor and accepted by the RPR) into the treated surface and any surplus removed with a power broom, or as directed by the RPR. The Contractor is responsible for all materials, equipment, and costs associated with the application of sand.

c. All manufactured sand or approved substitute used during the treatment must be removed from the airport as soon as practical after treatment of a pavement and prior to opening any airfield runway, taxiway, etc. This should be accomplished by a combination of hand and mechanical sweeping. All turnouts must be cleaned of any sand to the satisfaction of the RPR. The Contractor is responsible for all materials, equipment, and costs associated with the application, removal and disposal of the sand.

d. If, after sand is swept and in the opinion of the RPR, a hazardous condition exists on the pavement, the Contractor must apply additional sand and sweep same immediately following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

QUALITY CONTROL (QC)

632-5.1 MANUFACTURER REPRESENTATION. The Contractor must have a manufacturer's authorized representative on the job site at the beginning of the work and during all rejuvenation product application. The manufacturer's representative must have knowledge of the material, procedures, and equipment described in the specification and will be responsible for determining the application rates and must oversee the preparation and application of the rejuvenation product. Documentation of the manufacturer representative's experience and knowledge for applying the rejuvenation product must be furnished to the RPR a minimum of 10 work days prior to placement of the control strips. The cost of the manufacturer's representative will be included in the bid price.

632-5.2 QC PLAN. The Contractor must submit a QC plan to the RPR a minimum of 10 days prior to applying control strips in accordance with paragraph 632-3.1. The QC plan must address all items that affect the quality of the rejuvenation application including, but not limited to:

a. Qualifications of personnel.

b. Schedule for the project.

c. Procedure to monitor the weather/temperature limitations.

d. Inspection requirements including rejuvenation product, control strips, storage of rejuvenation product, preparation of the pavement surface, and equipment calibration.

e. Provisions for obtaining, packaging and shipping acceptance samples and repair of the pavement.

f. Provisions for sample testing, testing laboratory name, location, accreditation, contact person, all contact information, testing requested, and report on information.

632-5.3 WARRANTY. The Contractor must provide a manufacturer's/applicator warranty that the treated pavement will retain the lower binder properties of Table 1 or 2, for a period of two (2) years from the date of treatment. For compliance with the warranty, the Owner may obtain cores and perform tests in accordance with REJUVENATION ACCEPTANCE. The Contractor must further warrant that from the date the rejuvenation product was applied, the material will not flake, peel, chip, spall, nor otherwise contribute to or accelerate the aging of the pavement. The Contractor must reapply the rejuvenation product, as necessary, or provide remedial actions at no cost to the Owner, and/or refund all payments at the Owner's discretion. The RPR must designate and record an area of no less than 10 square yard (8.36 m^2) of untreated and 10 square yards (8.36 m^2) of treated pavement as the control strips for warranty testing. In the event a pay reduction, or no payment, is enforced, the warranty is rescinded.

REJUVENATION ACCEPTANCE

632-6.1 PRODUCT SAMPLING. The Contractor will take samples of the rejuvenation product proposed for use upon delivery of each shipment in accordance with ASTM D140 and store in accordance with the SDS, Section VII for a period of at least six months after payment in

accordance with paragraph 632-8.1. Testing, as necessary, will be accomplished by the RPR to verify information provided by the SDS information.

632-6.2 FREIGHT AND WEIGH BILLS. The Contractor must furnish the RPR receipted bills when railroad shipments are made, and certified weigh bills when materials are received in any other manner, of the rejuvenation product used in the construction covered by the contract. The Contractor shall not remove rejuvenation product from the tank car or storage tank until the initial outage and temperature measurements have been taken by the RPR, nor shall the car or tank be released until the final outage has been taken by the RPR.

632-6.3 FIELD SAMPLING PROCEDURES. Sampling of the pavement sections to be treated must be performed before and after the pavement has been treated with the rejuvenation product. The Contractor will be responsible for obtaining all pavement core samples or equivalent surface area samples as approved by the RPR for testing. At the discretion and approval of the RPR, the before samples collected and tested for application may suffice for before samples for acceptance.

a. At each sampling location, three (3) cores or equivalent surface area samples of the untreated pavement must be taken before the rejuvenation product is placed and three (3) cores or equivalent surface area samples of the treated pavement after application of the rejuvenation product must be taken. The before and after cores must be taken in the same general area, at a minimum within the same paving lane and within one foot (30 cm) of each other. All pavement cores taken by the Contractor must be six (6) in in diameter. The Contractor must repair any sample holes resulting from the removal of asphalt concrete pavement cores or equivalent surface area samples (with suitable materials and methods as approved by the RPR) at no cost to the Owner.

b. The treated pavement cores or equivalent surface area samples must be taken 30-45 days after application of the rejuvenation product.

c. Both untreated and treated pavement cores or equivalent surface area samples must be performed for each 20,000 square yards (16723 m^2) or fractional part of pavement section per pavement plan or as required by the RPR. Material acceptance in accordance with paragraph 632-2.1, Table 1 or Table 2, will be based on the test results for each 20,000 square yards (16723 m^2) or fractional part of treated pavement section per pavement plan or as required by the RPR. Locations for untreated samples should be determined by the RPR on a random basis in accordance with the procedures contained in ASTM D3665 provided requirements of paragraph 632-6.3a can be satisfied for both untreated and treated samples.

d. Pavement core samples or equivalent surface areas samples must be placed in labeled sealable plastic bags immediately after taking, cleaning and removing sampling water (blotting). The sealed samples must then be placed in labeled plastic core canisters. For equivalent surface area samples, an equivalent processing for the sample is required as approved by the RPR. The specimens must be shipped to the designated laboratory within 24 hours of collection.

632-6.4 REJUVENATION QUALITY ASSURANCE TESTING RESPONSIBILITY. Quality assurance testing organizations performing these acceptance tests shall be accredited in accordance with ASTM D3666. The quality assurance laboratory accreditation must be current and listed on the accrediting authority's website.

632-6.5 REJUVENATION QUALITY ASSURANCE TESTING. All acceptance testing necessary to determine conformance with this specification must be submitted to the RPR verifying that the rejuvenation product achieves the minimum decrease in the asphalt binder properties as measured from binder in the top 3/8 ±1/32 inch (9 mm ±1 mm) of the samples.

a. Extract the asphalt binder from the top 3/8 ±1/32 inch (9 mm ±1 mm) of the cores/slabs precisely cut from the field specimens. Binder extraction must be by ASTM D2172, Method A (centrifuge) with toluene, and recovered according to ASTM D1856 (Abson Method) or ASTM D5404 (Roto-Vap Method).

(1) Viscosity of the asphalt material must be measured in accordance with ASTM D2171. The percent decrease in the binder properties must be computed as follows:

100 (absolute viscosity, P, of untreated sample) – (absolute viscosity, P, of treated sample) / (absolute viscosity, P, of untreated samples)

(2) The complex modulus, G*, kPa, must be measured in accordance with AASHTO T315 C, at 140°F (60°C) 10 rad/sec or other recorded frequency. The percent decrease in the binder properties must be computed as follows:

100 (complex modulus, G*, kPa of untreated sample) – (complex modulus, G*, kPa, of treated sample) / (complex modulus, G*, kPa, of untreated samples)

(3) The complex viscosity, η*, at 140°F (60°C) must be calculated and reported from the complex modulus, G* and angular frequency, ώ (radians/sec).

b. Test results for absolute viscosity, complex modulus (and viscosity), and phase angle must be reported. The maximum percent reduction calculated for absolute viscosity or complex modulus must be considered in BASIS OF PAYMENT.

c. In the event of binders recovered from aged pavements and/or pavements using polymer modified binders (before treatment) exhibiting absolute viscosities ≥ 200,000 P (data becomes suspect, viscosity exceeds test capabilities) the viscosity reduction compliance requirement should be determined based on the complex modulus, G*, kPa.

632-6.6 SKID RESISTANCE. Special attention must be afforded to skid resistance based on the use of the pavement surfaces. The skid resistance of surfaces must be inspected by the Contractor and RPR a minimum of forty-eight (48) hours after application of the rejuvenation product. In the event either the Contractor or the RPR has concern on the skid resistance of these surfaces, the Contractor must exercise paragraph 632-4.6, Cure Time Remedial Option – Application of Sand, to the satisfaction of the RPR.

Friction tests in accordance with AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces, shall be accomplished on all runways and taxiways that have received a rejuvenator application. Each test includes performing friction tests at 40 mph and 60 mph (65 or 95 km/h) both wet, 15 feet (4.5 m) to each side of runway centerline with approved continuous friction measuring equipment (CFME). A control friction test shall be run within 30 days prior to application of the rejuvenator to runway and another friction test shall be run after application of the rejuvenator to the entire project. The Contractor shall schedule testing

with the RPR and the RPR shall be present for testing. The Contractor shall provide the RPR a written report of friction test results.

Prior to opening the pavement to aircraft operations, the pavement friction evaluation must be equal or greater than the minimum levels provided in Table 3-2, “Friction Level Classification for Runway Pavement Surfaces,” in AC 150/5320-12, Measurement, Construction, and Maintenance of Skid-resistant Airport Pavement Surfaces, when tested at speeds of 40 and 60 mph (65 and 95 km/h) with approved continuous friction measuring equipment (CFME).

METHOD OF MEASUREMENT

632-7.1. **ASPHALT REJUVENATION.** The quantity of rejuvenation product to be paid for will be the number of square feet performed in accordance with the plans and specifications and accepted by the RPR. The Contractor must furnish the RPR with the certified weigh bills when materials are received for the rejuvenation product used under this contract. The Contractor must not remove material from the tank car or storage tank until initial amounts and temperature measurements have been verified.

632-7.2 FRICTION TESTS. Not required.

BASIS OF PAYMENT

632-8.1 PAYMENT FOR REJUVENATION PRODUCT. Payment for accepted rejuvenation product will be made at the contract unit price per square foot for asphalt rejuvenation adjusted according to paragraph 632-8.1.a.

a. Basis of adjusted payment. The payment for accepted rejuvenation product must be calculated in accordance with Table 3.

Table 3. Rejuvenation Pay Reduction

Binder Rejuvenation at Acceptance % Reduction in Absolute Viscosity or Complex Modulus		**% Payment**
Pavement More Than 3 Years in Age	**Pavement Less Than 3 Years in Age**	
≥ 40	≥ 25	100
30.0 - 39.9	20.0 - 24.9	75
Less than 30.0	Less than 20.0	No payment

a. Final payment. Final payment will not be made until rejuvenation success has been confirmed by acceptance testing. Final payment will be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-632: Seal-Coat/Rejuvenate Existing Parking Lot Asphalt Pavement – per Square Foot

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 D140	Standard Practice for Sampling Bituminous Materials
ASTM D1856	Standard Test Method for Recovery of Asphalt from Solution by Abson Method
ASTM D2171	Standard Test Method for Viscosity of Asphalts by Vacuum Capillary Viscometer
ASTM D2172	Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2995	Standard Practice for Estimating Application Rate of Bituminous Distributors
ASTM D3549	Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D5340	Standard Test Method for Airport Pavement Condition Index Surveys
ASTM D5404	Standard Practice for Recovery of Asphalt from Solution Using the Rotary Evaporator

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T315	Standard Method of Test for Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)

Advisory Circulars (ACs)

AC 150/5320-12	Measurement, Construction, and Maintenance of Skid-Resistant Airport Pavement Surfaces

Code of Federal Regulations (CFR)

29 CFR Part 1910.1200	Hazard Communication
40 CFR	Protection of the Environment

END OF ITEM P-632

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.

- Roll Formed Steel Shapes (C-Sections) shall conform to the requirements of Group IIA, and be galvanized in accordance with the requirements of ASTM F1043, Type A.

- Hot-Rolled Shapes (H Beams) shall meet the requirements of Group III, and be galvanized in accordance with the requirements of ASTM F1043, Type A.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

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 zinc-coated 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.

162-2.7 CONCRETE. Concrete shall have a minimum 28-day compressive strength of 3000 psi (2670 kPa).

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.

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. 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 4 inches (100 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.

162-3.8 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 & BASIS OF PAYMENT

162-4.1 Chain link fence is not proposed for repair or rehabilitation in this project. If fence should be damaged, or removed by the Contractor, at their discretion, the fence shall be replaced at no additional cost and new, repaired, or replaced fence shall meet the requirements of this specification.

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 Marcelled 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

ITEM T-904 SODDING

DESCRIPTION

904-1 This item shall consist of furnishing, hauling, and placing approved live sod on prepared areas in accordance with this specification at the locations shown on the plans or as directed by the RPR.

MATERIALS

904-2.1 SOD. Sod furnished by the Contractor shall have a good cover of living or growing grass. This shall be interpreted to include grass that is seasonally dormant during the cold or dry seasons and capable of renewing growth after the dormant period. All sod shall be obtained from areas where the soil is reasonably fertile and contains a high percentage of loamy topsoil. Sod shall be cut or stripped from living, thickly matted turf relatively free of weeds or other undesirable foreign plants, large stones, roots, or other materials that might be detrimental to the development of the sod or to future maintenance. At least 70% of the plants in the cut sod shall be composed of the species stated in the special provisions, and any vegetation more than 6 inches (150 mm) in height shall be mowed to a height of 3 inches (75 mm) or less before sod is lifted. Sod, including the soil containing the roots and the plant growth showing above, shall be cut uniformly to a thickness not less than that stated in the special provisions.

904-2.2 LIME. Not required.

904-2.3 FERTILIZER. Not required.

904-2.4 WATER. The water shall be sufficiently free from oil, acid, alkali, salt, or other harmful materials that would inhibit the growth of grass.

904-2.5 SOIL FOR REPAIRS. The soil for fill and topsoiling of areas to be repaired shall be at least of equal quality to that which exists in areas adjacent to the area to be repaired. The soil shall be relatively free from large stones, roots, stumps, or other materials that will interfere with subsequent sowing of seed, compacting, and establishing turf, and shall be approved by the RPR before being placed.

CONSTRUCTION METHODS

904-3.1 GENERAL. Areas to be solid, strip, or spot sodded shall be shown on the plans. Areas requiring special ground surface preparation such as tilling and those areas in a satisfactory condition that are to remain undisturbed shall also be shown on the plans.

Suitable equipment necessary for proper preparation of the ground surface and for the handling and placing of all required materials shall be on hand, in good condition, and shall be approved by the RPR before the various operations are started. The Contractor shall demonstrate to the RPR before starting the various operations that the application of required materials will be made at the specified rates.

904-3.2 PREPARING THE GROUND SURFACE. After grading of areas has been completed and before applying fertilizer and limestone, areas to be sodded shall be raked or otherwise cleared of stones larger than 2 inches (50 mm) in any diameter, sticks, stumps, and other debris which might interfere with sodding, growth of grasses, or subsequent maintenance of grass-covered areas. If any damage by erosion or other causes occurs after grading of areas and before beginning the application of fertilizer and ground limestone, the Contractor shall repair such damage. This may include filling gullies, smoothing irregularities, and repairing other incidental damage.

904-3.3 APPLYING FERTILIZER AND GROUND LIMESTONE. Following ground surface preparation, fertilizer shall be uniformly spread at a rate which will provide not less than the minimum quantity of each fertilizer ingredient, as stated in the special provisions. If use of ground limestone is required, it shall then be spread at a rate that will provide not less than the minimum quantity stated in the special provisions. These materials shall be incorporated into the soil to a depth of not less than 2 inches (50 mm) by discing, raking, or other suitable methods. Any stones larger than 2 inches (50 mm) in any diameter, large clods, roots, and other litter brought to the surface by this operation shall be removed.

904-3.4 OBTAINING AND DELIVERING SOD. After inspection and approval of the source of sod by the RPR, the sod shall be cut with approved sod cutters to such a thickness that after it has been transported and placed on the prepared bed, but before it has been compacted, it shall have a uniform thickness of not less than 2 inches (50 mm). Sod sections or strips shall be cut in uniform widths, not less than 10 inches (250 mm), and in lengths of not less than 18 inches (0.5 m), but of such length as may be readily lifted without breaking, tearing, or loss of soil. Where strips are required, the sod must be rolled without damage with the grass folded inside. The Contractor may be required to mow high grass before cutting sod.

The sod shall be transplanted within 24 hours from the time it is stripped, unless circumstances beyond the Contractor’s control make storing necessary. In such cases, sod shall be stacked, kept moist, and protected from exposure to the air and sun and shall be kept from freezing. Sod shall be cut and moved only when the soil moisture conditions are such that favorable results can be expected. Where the soil is too dry, approval to cut sod may be granted only after it has been watered sufficiently to moisten the soil to the depth the sod is to be cut.

904-3.5 LAYING SOD. Sodding shall be performed only during the seasons when satisfactory results can be expected. Frozen sod shall not be used and sod shall not be placed upon frozen soil. Sod may be transplanted during periods of drought with the approval of the RPR, provided the sod bed is watered to moisten the soil to a depth of at least 4 inches (100 mm) immediately prior to laying the sod.

The sod shall be moist and shall be placed on a moist earth bed. Pitch forks shall not be used to handle sod, and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge and with staggered joints, in rows at right angles to the slopes, commencing at the base of the area to be sodded and working upward. The sod shall immediately be pressed firmly into contact with the sod bed by tamping or rolling with approved equipment to provide a true and even surface, and ensure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Where the sod may be displaced during sodding operations, the workmen, when replacing it, shall work from ladders or treaded planks to prevent further displacement. Screened soil of good quality shall be used to fill all cracks between sods. The quantity of the fill soil shall not cause smothering of the grass. Where the grades are such

that the flow of water will be from paved surfaces across sodded areas, the surface of the soil in the sod after compaction shall be set approximately one inch (25 mm) below the pavement edge. Where the flow will be over the sodded areas and onto the paved surfaces around manholes and inlets, the surface of the soil in the sod after compaction shall be placed flush with pavement edges.

On slopes steeper than one (1) vertical to 2-1/2 horizontal and in v-shaped or flat-bottom ditches or gutters, the sod shall be pegged with wooden pegs not less than 12 inches (300 mm) in length and have a cross-sectional area of not less than 3/4 sq inch (18 sq mm). The pegs shall be driven flush with the surface of the sod.

904-3.6 WATERING. Adequate water and watering equipment must be on hand before sodding begins, and sod shall be kept moist until it has become established and its continued growth assured. In all cases, watering shall be done in a manner that will avoid erosion from the application of excessive quantities and will avoid damage to the finished surface.

904-3.7 ESTABLISHING TURF. The Contractor shall provide general care for the sodded areas as soon as the sod has been laid and shall continue until final inspection and acceptance of the work. All sodded areas shall be protected against traffic or other use by warning signs or barricades approved by the RPR. The Contractor shall mow the sodded areas with approved mowing equipment, depending upon climatic and growth conditions and the needs for mowing specific areas. Weeds or other undesirable vegetation shall be mowed and the clippings raked and removed from the area.

904-3.8 REPAIRING. When the surface has become gullied or otherwise damaged during the period covered by this contract, the affected areas shall be repaired to re-establish the grade and the condition of the soil, as directed by the RPR, and shall then be sodded as specified in paragraph 904-3.5.

METHOD OF MEASUREMENT

904-4.1 This item shall be measured on the basis of the area in square yards (square meters) of the surface covered with sod and accepted.

BASIS OF PAYMENT

904-5.1 This item will be paid for on the basis of the contract unit price per square yard (square meter) for sodding, which price shall be full compensation for all labor, equipment, material, staking, and incidentals necessary to satisfactorily complete the items as specified.

Payment will be made under:

Item T-904	Sodding & Restoration - 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.

ASTM International (ASTM)

ASTM C602 Standard Specification for Agricultural Liming Materials

Advisory Circulars (AC)

AC 150/5200-33 Hazardous Wildlife Attractants on or Near Airports

FAA/United States Department of Agriculture

Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM T-904

ABBREVIATED DESIGN CRITERIA PACKAGE (ADCP)

CONFORMED DOCUMENTS FOR CONSTRUCTION

AVCON PROJECT #: 2026.0355.03

For

FLAGLER EXECUTIVE AIRPORT (FIN):

AIR TRAFFIC CONTROL TOWER REHABILITATION

201 Airport Road
Palm Coast, Florida 32164

JULY 24, 2026

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GENERAL REQUIREMENTS

Existing Campus Background

The Flagler Executive Airport (FIN) is a county-owned, public use, general aviation airport operated and maintained under the Flagler County Board of County Commissioners. The airport accommodates more than 175,000 general aviation takeoffs and landings each year. There are no scheduled airlines providing service to the airport.

Located on the east side of Flagler County on State Road 100, the airport sits at the gateway to natural attractions, golf courses, and pristine beaches just four miles away. The airport comprises over 1,465 acres, bordering the City of Palm Coast. It is a towered field with two intersecting runways -- Runway 11-29 (5,500' x 100') and Runway 6-24 (5,000' x 100') -- and a water runway, Runway 18W-36W (3,000' x 500'), on Gore Lake within the airport property.

Existing Air Traffic Control Tower (ATCT)

The existing Air Traffic Control Tower is a seven (7) story facility of approximately 4,375 GSF and is a 25FT-by-25FT precast concrete structure (4-sided) with a 6-sided cab floor at the top for air traffic control crew members to observe the 360 degree view of the airport. Floors are poured concrete, exterior walls are painted concrete tilt-wall panels, and the roof is a trapezoidal panel, standing seam mansard metal roof system with a modified bitumen membrane roofing system over tapered insulation board system. Other features include laminated double glazing within a storefront frame around the cab level, a concrete catwalk (flush metal panel system over steel beams below) with galvanized steel guard railing and metal wall panels at the top of the cab.

Definitions

- Certified General Contractor (CGC): A Florida licensed General Contractor who has been certified in accordance with Florida Statutes, Section 489.
- Abbreviated Design Criteria Package (ADCP): The package of performance criteria, existing as-built drawings, and specifications to be used by the CGC to correct and construct the project, and as further defined under Florida Statutes, Section 287.055.
- Guaranteed Maximum Price (GMP): CGC final contract price to perform all work specified in this ADCP.

CGC Requirements

- This project will be bid and awarded based on company qualifications and price. The selected CGC will bear full responsibility for any permitting requirements, construction and meeting all applicable Code requirements, Flagler Executive Airport Standards and Guidelines and Design Review Committee (DRC) requirements.
- During the performance of this contract, the CGC shall comply with all federal, state, and local environmental laws, regulations, policies, Flagler Executive Airport standards and other standards as required.
- The project shall retain the services of a CGC, licensed in the State of Florida, for the remedial efforts of the renovation. The CGC shall acquire material and products from reputable vendors and comply fully with the manufacturer’s recommendations, training, and installation and application instructions.
- During construction, the CGC shall keep an up-to-date annotated set of as-built drawings on site. At completion of the construction phase, original documents shall be updated/documented to the most current as-built condition and shall be provided to Flagler Executive Airport in CD or thumb drive format.
- The CGC shall be responsible for identifying and securing all necessary permits required for the project. The CGC shall pay for all required permit fees applicable to the project.

- CGC shall reference the existing as-built drawings (July 2008) to be provided by Flagler Executive Airport for reference to the original design intent as the ADCP shall indicate all known remedial requirements that were requested by Flagler Executive Airport.

Special Conditions

- The CGC shall be advised that the ATCT parking and other site areas will remain vacant and available to the CGC during the duration of the construction period. The CGC shall coordinate with Flagler Executive Airport to obtain direct access into the facility as required.
- For anyone accessing the site, the CGC must meet all Flagler Executive Airport security requirements and be properly badged or be escorted by a badged individual.

Existing Site Information

- The CGC shall be thoroughly familiar with all existing site conditions prior to construction. Investigate all existing site components and include any modifications, removal, or re-location necessary to accommodate the building façade renovations described herein.
- If necessary, temporary hook up of utilities shall be coordinated at a source location directed by Flagler Executive Airport. All temporary hook-ups and tie-ins shall comply with all local codes and requirements and shall be the responsibility of the CGC. All temporary tie-ins to the building water system shall be provided with proper backflow prevention devices.
- Vehicle parking for CGC personnel, subcontractors and other project-related vehicles and equipment is available on site.
- The CGC shall be responsible for any security measures, including fencing, required to secure their materials and protect members of the public from access to hazards during construction.
- CGC shall fence the area out of the Air Operations Area (AOA) and meet the Homeland Security requirements for fencing.
- In the event the CGC encounters on-site material believed to be hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the CGC shall immediately stop work in the area affected and verbally report the condition to Flagler Executive Airport followed by notification in writing. The work in the affected area shall not thereafter be resumed except by written agreement between Flagler Executive Airport and the CGC if in fact the material is hazardous and has not been rendered harmless. The work in the affected area shall be resumed if the material is not hazardous, or if it has been rendered harmless, by the written agreement of Flagler Executive Airport and the CGC.
- The CGC shall follow the Airport requirements as indicated below regarding site-related procedures:
    - Interior – Cover and prep when working around any and all equipment. The CGC shall not disrupt services, operations, or utilities without obtaining the Airport's approval and instruction in each case.
    - Exterior – The CGC shall always keep the premises free of accumulation of waste materials or rubbish caused by his operations or the operations of any other subcontractors within the area of work. Methods for such removal must be agreeable to the Airport.
- The CGC shall comply with all the rules and regulations of the building as to hours of availability of elevators, loading areas, etc., for the purpose of delivery and the manner of handling materials, equipment, and debris, to avoid conflict or interference with normal building operations. After-hours work shall be coordinated with the Airport Director.

Existing Utilities

The CGC shall provide any utility service modifications necessary to accomplish the work. The names and points of contact for the utilities at the Airport consisting of FAA, Flagler Executive Airport and local utility companies shall be provided and shared between all stakeholders.

Validity of Information Provided

The CGC will, at their own expense, verify and accept as their own, all information provided by Flagler Executive Airport. In addition, the CGC shall provide any additional items that may be further required and need remedial efforts, etc., that are necessary to supplement the available information to provide a complete, professionally constructed project consistent with the intent of the ADCP.

Project Information

- Project Location: The site for the project is located at 1050 Fin Way, Palm Coast, FL 32164; Flagler Executive Airport (FIN ATCT).
- Project Description: This project consists of providing remedial and corrective design intent for the ATCT through this ADCP (written narratives and supplemental specifications) for a CGC to build; all while referencing the original as-built drawings and specifications as no other construction documents are to be provided.
- There is no Leadership in Energy and Environmental Design (LEED) or Green Globe requirements, however, this project shall apply sustainability principles throughout the construction process.
- It is the intent of these project requirements that the CGC deliver to Flagler Executive Airport a complete, finished, and restored facility.
- Materials shall be durable, permanent, vandal-resistant, easily maintained, and within the limits set by budget, function, and code.
- The local permitting agency with authority over this project is the Flagler County Building Department, 1769 E. Moody Blvd., Building 2, Bunnell, Florida 32110.

Warranties

General: The required final constructed product shall be a completely warranted and guaranteed project both in terms of materials provided and the installation, labor, equipment, tools, and methods used.

Products and Substitutions

A product proposed as an “equal” shall be such that all its salient characteristics conform to those of the initially proposed brand name product. These salient characteristics may include, but are not limited to:
design, function, size, quality, durability, color, style, texture, and other attributes which, given the nature of the project, may significantly affect its acceptability as a substitute for the listed product.

Certifications

Upon completion of the work, the CGC and their subcontractors shall certify the installation according to their recommendations and instructions and issue warranties and guarantees as a condition of project close-out and final payment.

STRUCTURAL

General Requirements

The air control tower structure was constructed with precast concrete wall panels. The cab was constructed with steel framing. The floor beams of the tower consisted of wide-flange steel beams that cantilevered off the main tower concrete walls to support the catwalk. The catwalk was constructed with galvanized steel deck and a reinforced concrete slab. The catwalk perimeter had steel guardrails.

Existing Conditions

The steel wide-flange beams that supported the perimeter of the catwalk, and the main support beams that cantilevered off the tower walls, had multiple areas that were severely corroded with section loss, delaminated steel, and were structurally compromised. The corrosion appeared generally limited to the area underneath the catwalk, as the steel framing underneath the tower was partially protected by spray-on fireproofing.

It is our opinion that the catwalk steel framing was in very poor condition and unsafe. All the steel framing extending outward from the tower will need to be removed and replaced. It is our recommendation that a different catwalk design be considered, consisting of aluminum beams bolted to the existing steel moment connections, fiberglass or aluminum structural grating, and aluminum guardrails. This design greatly lightens the dead load by eliminating the concrete slab, which will also reduce construction costs. Aluminum offers far superior resistance to corrosion than steel, and the open grating would allow water to freely drain and also allow for drying of the aluminum framing.

Scope of work items are listed in **RED**.



Photo #1: Aerial view of the tower and arrow indicating the northeast corner. Reference Photo #2.



Photo #2: Reference Photo #1. View of the northeast corner of the top of the tower concrete walls. The concrete was cracked and spalled. **Remove all cracked, spalled, and unsound concrete and inspect rebar for corrosion. Clean rebar and replace/repair as required. Replace concrete with approved patching compound by Sika or similar.**



Photo #3: Typical view of the steel framing along the perimeter of the catwalk. Steel was severely corroded throughout the perimeter of the catwalk and at multiple locations underneath the catwalk. **The entire catwalk is considered structurally unsound and beyond repair and will have to be completely replaced with a similar system, though we recommend consideration of aluminum framing.**



Photo #4: Typical view of a removed section of corroded and delaminated steel from the catwalk framing.



Photo #5: Typical view of the underside of the catwalk and the steel framing. The steel framing directly underneath the tower generally exhibited signs of minor corrosion, with some areas of more advanced corrosion. It appeared that spray-on fireproofing had protected much of the steel framing underneath the tower. **Clean off all corrosion with wire brush or other method and reinspect steel framing.**



Photo #6: View of the underside of the southwest corner of the catwalk and the steel framing. This condition was observed at several locations, where there was severe corrosion and delamination of the main support beams. **The cantilevered beams were bolted at the tower walls and appeared they could be removed and replaced with aluminum or steel, reference Photo #7.**



Photo #7: Reference Photo #6. It appeared the cantilevered support beam was connected underneath the tower via a moment connection. **The cantilevered beams were bolted at the tower walls and appeared they could be removed and replaced with aluminum or steel.**



Photo #8: Underside of the southwest catwalk, moderate level of corrosion observed on the steel framing on top of the tower walls. **Clean off all corrosion with wire brush or other method and reinspect steel framing. Relatively minor repairs such as welding on additional steel may be required.**



Photo #9: Underside of the northwest corner of the catwalk, moderate level of corrosion observed on the steel framing and deck. **Clean off all corrosion with wire brush or other method and reinspect steel deck. Relatively minor repairs such as welding on additional steel deck may be required, beam indicated by left arrow to be replaced.**

ARCHITECTURAL / BUILDING ENVELOPE

General Requirements

The project shall be constructed in accordance with the current editions of all applicable state and local codes, standards, design parameters, or regulations. In the event of conflict between codes, standards, or regulations, the most stringent requirement shall apply.

- 2023 Florida Building Code, 8th Edition
- 2023 Florida Building Code – Mechanical, 8th Edition
- 2020 National Electrical Code (NEC)
- 2023 Florida Fire Prevention Code
- 2021 Life Safety Code (NFPA 101) Florida
- UL, Inc. Fire Resistance Directory – Latest Edition
- Florida Department of Transportation (FDOT) Standards
- Federal. Aviation Administration (FAA)

Existing Conditions

Scope of work items are listed in **RED**.

ROOF:
The existing roof system on the Control Tower is a granule surfaced, modified bitumen roof system manufactured by Siplast. This roof system was installed over rigid insulation and a metal deck.

- **Remove and replace the existing roof system including insulation (install a new roof system using FiberTite XT 50 membrane over tapered insulation over 4" polysio roof insulation over a 1/2" coverboard).**
- **Install new drain strainers and inspect the clamping rings. Replace any broken drain clamping rings and tap any broken roof drain bolts. Replace new bolts with stainless steel fasteners.**
- **Install new lightning protection.**

PARAPET WALL PANELS:
The walls are metal framed structures covered with metal wall panels (front side and back side). Parapet tops are covered with coping metal, cleated in the front and a mechanically attached to the rear face.

- **Remove and replace metal wall panel system (backside only), using Pac-Clad (Flush Wall Panels). Final color to be selected by Owner from the standard choice options. The current exiting color close match would be "Slate Gray." Contractor shall maintain the metal plates for existing equipment connections with S.S. Unistrut.**
- **Remove and replace the existing metal coping.**
- **Retain the metal mansard panels outside the wall panels.**

ROOF TOP CURBS, HATCH, LADDER:
There are two air conditioner units mounted on the roof, the curbs are in fair condition. There is one access hatch to the cab roof area. The hatch should be replaced with a new one at the time of roofing.

- **Replace the roof hatch and ladder.**
- **Remove the HVAC curbs and install new curbs in coordination with the mechanical contractor.**

CATWALK:
The surrounding catwalk area is deteriorated and shows signs of corrosion and damage. The recommendation is:

- **Provide new aluminum beams bolted to the existing steel moment connections.**
- **Provide new aluminum structural grating and new aluminum decorative guardrails.**
- **Provide new catwalk access door with new door hardware and paint and replace metal panel(s) adjacent.**

EXTERIOR CONCRETE WALLS:

The exterior structure is a 7-story cast panel system. The concrete panels have been sealed with a urethane sealant that is beginning to age and craze. The concrete panels have been painted, and the paint is aging and in need of re-painting.

- **Cut out the old control joint sealant and backer rod. Install new backer rod and seal with DOWSIL 790 Sealant.**
- **Prep, prime, and paint the exterior precast concrete walls with DOWSIL ALLGUARD Silicone Elastomeric Coating.**
- **Replace both exterior hollow metal doors and door hardware. Paint new hollow metal doors and existing hollow metal frames.**

FIXED FRAME WINDOWS IN THE EXTERIOR CONCRETE WALL PANELS:

There are aluminum fixed framed windows in the Tilt-Wall panels. These windows appear to be functioning. The urethane sealant around the windows is beginning to crack and craze and in need of replacement.

- **Cut out the old sealant and install new Dowsil 795 sealant.**

WINDOWS AT THE TOP FLOOR OF THE CONTROL TOWER:

- **Remove all cracked/shrunken window gaskets.**
- **Clean all joints, removing all foreign matter and contaminants such as grease, oil, dust, water, frost, surface dirt, old sealants or glazing compounds and protective coatings.**
- **Install backing material or joint filler, setting blocks, spacer shims, and tapes. Mask areas adjacent to joints to ensure neat sealant lines. Primer is generally not required on nonporous surfaces but may be necessary for optimal sealing of certain porous surfaces. A test placement is always recommended. Apply DOWSIL™ 795 Silicone Building Sealant in a continuous operation using positive pressure. (The sealant can be applied using many types of air-operated guns and most types of bulk dispensing equipment.) Before a skin forms (typically within 15 minutes), tool the sealant with light pressure to spread the sealant against the backing material and joint surfaces. Remove masking tape as soon as the bead is tooled.**
- **Provide a 20-year manufacturer warranty.**
- **Provide Contractors' 5-year leak free warranty.**

EXTERIOR PAINT COLORS:

All colors shall be Sherwin Williams (Pro Industrial DTM Acrylic Coating). The colors shall be the following Basis of design:





Main Building: SW 7030 Anew Gray **Catwalk/Guardrail/H.M. Doors/Frames: SW 7068 Grizzle Gray**

***The contractor shall provide three (3) varying shades (tone on tone) of each color as listed above for "drawdowns" on the building for the airport director to see in full sunlight prior to making the final approved selection.**

INTERIOR REMEDIATION

- **Replace ACT/grid in the control tower cab area (black).**
- **Contractor shall replace the pull-down access ladder from the cab to the roof (B.O.D.: Louisville Ladder).**
- **Contractor to replace all carpet in the control tower cab.**
- **Contractor to paint the entire interior of the control tower cab and at the ground entry vestibule.**
- **Where the current countertop/break area is located within the control tower cab, contractor shall remove the existing countertop, sink, and support brackets and replace with new millwork (including countertop, lower cabinets and new sink with faucet and adjustable controls).**
- **At all new PTAC unit installations, contractor shall make sure the drywall is properly sealed/caulked to the unit and painted to match the wall color for each floor.**

ROOF:



Photo #10: Existing modified bitumen membrane system. **Replace with FiberTite XT 50 membrane.**

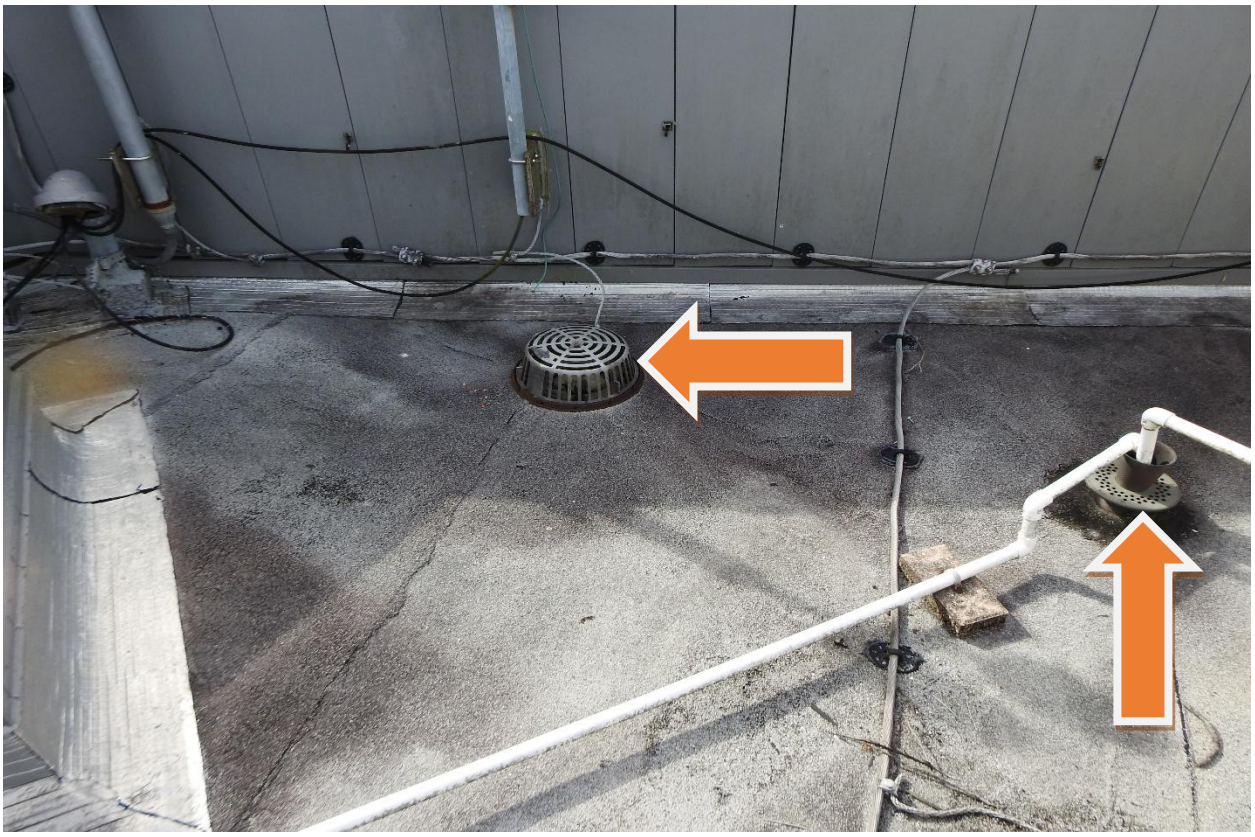


Photo #11: **Existing internal roof drain strainer to be replaced and reroute the RTU condensate piping below.**

PARAPET WALL:



Photo #12: **Remove the flush metal wall panel system in its entirety and replace them with new metal wall panels.**



Photo #13: **Remove and replace existing coping cap.**



Photo #14: Existing metal roof panel to remain.

ROOF TOP CURBS, HATCH, LADDER:



Photo #15: **Remove the existing HVAC curbs and install new curbs. Remove and replace the existing roof access hatch.**

CATWALK:

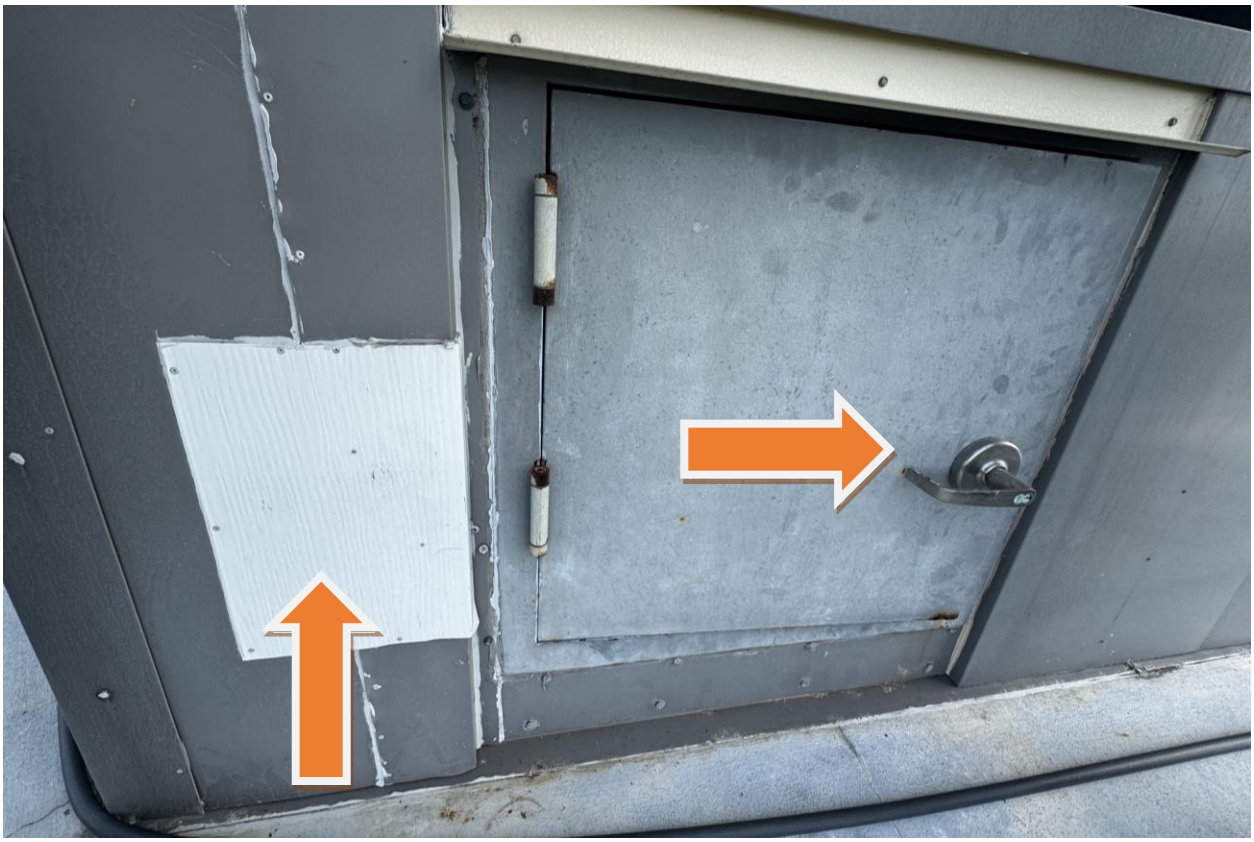


Photo #16: **Remove and replace catwalk access door, door hardware, and paint. Also remove and replace the adjacent metal wall panels to eliminate the seam and associated patchwork.**

EXTERIOR CONCRETE WALLS:



Photo #17: Existing stucco on the tilt-wall panel system reflects staining. **This shall be cleaned, primed, and painted.**



Photo #18: Cut out and install new backer rod and seal with DOWSIL 790 Sealant.



Photo #19: Replace exterior hollow metal door and door hardware. Paint door and existing H.M. Frame.

WINDOWS AT THE TOP FLOOR OF THE CONTROL TOWER:



Photo #20: **Remove and replace sealant with DOWSIL 795 Silicone at the cab windows.**

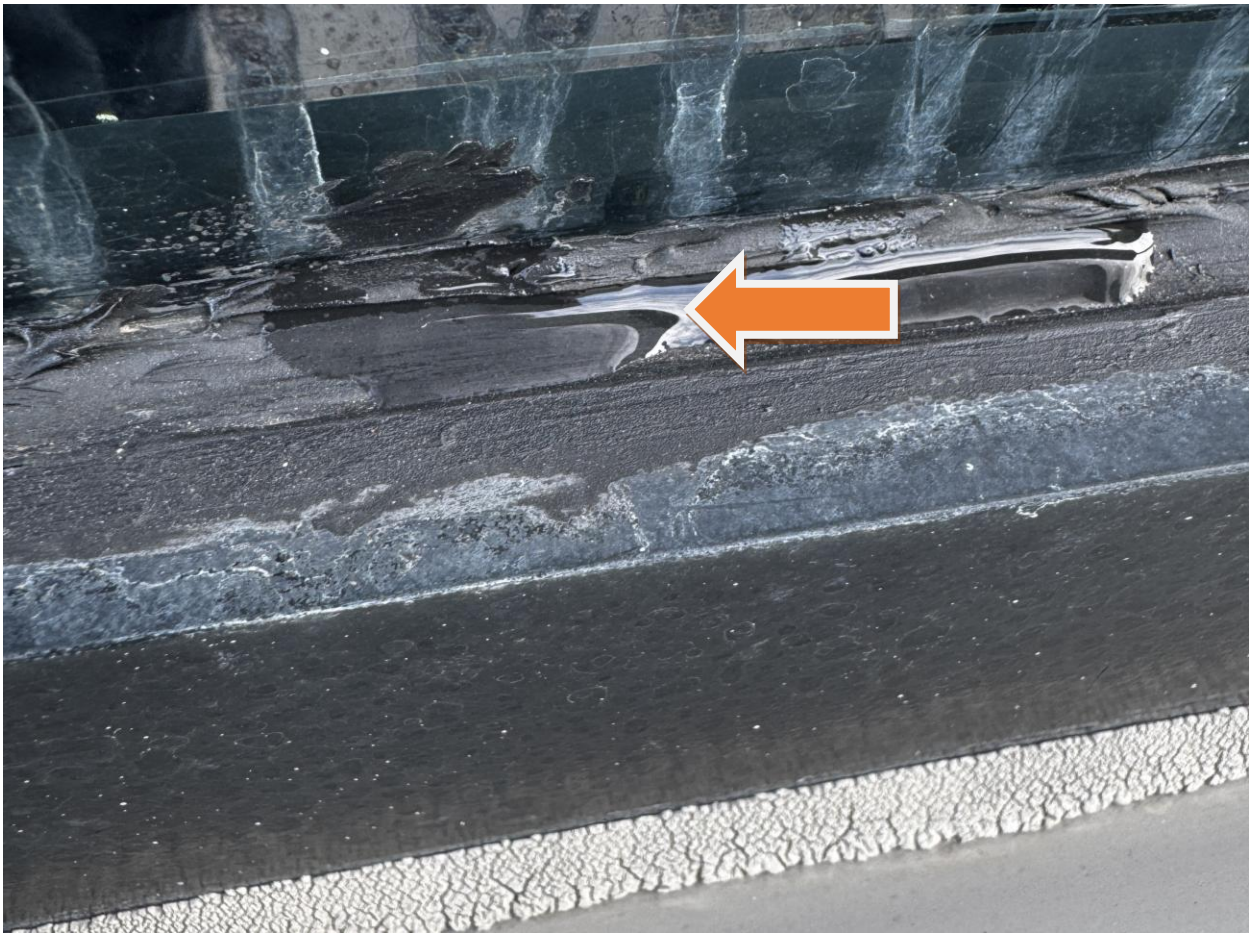


Photo #21: **Remove and replace sealant with DOWSIL 795 Silicone at the cab windows.**

INTERIOR REMEDIATION:



Photo #22: Existing access ladder is in poor condition. **Contractor shall replace one for one and install per Manufacturer's recommendations (B.O.D.: Louisville Ladder 7'-8" x 22.5" x 3" Insulated or similar to fit).**



Photo #23: **All existing ACT shall be removed and replaced with new ACT.**



Photo #24: **Existing carpet to be removed and replaced. Also, countertop, sink and support brackets are to be removed and replaced with new millwork (including countertop, lower cabinets, and new sink).**

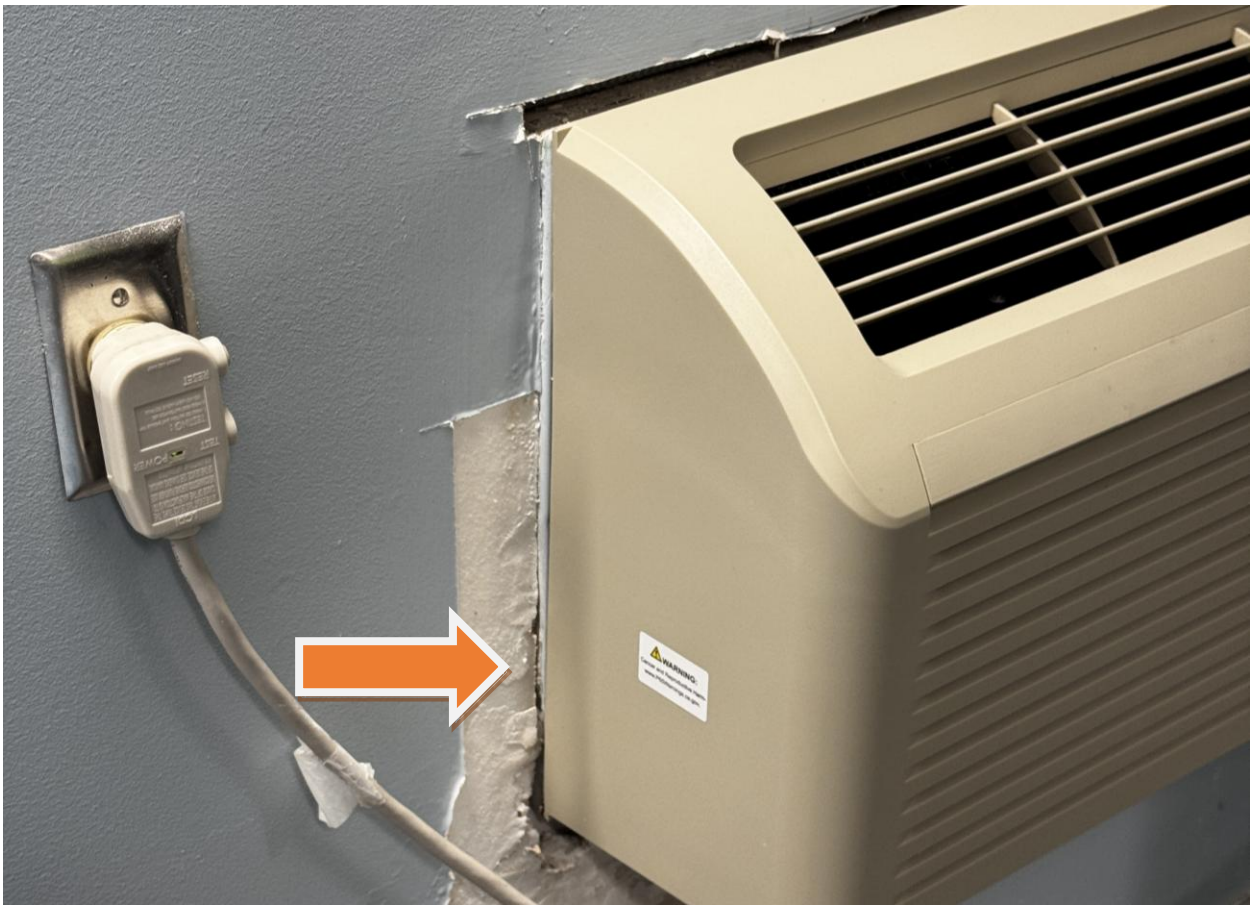


Photo #25: **At all new PTAC unit installations, contractor shall make sure the drywall is properly sealed/caulked to the unit and painted to match the wall color for each floor.**

Outline Specifications

Below are the following technical sections anticipated to be included in the scope of work for the project:

DIVISION 07: THERMAL & MOISTURE
07 01 91 - Joint Sealant Rehabilitation and Replacement (Basis of Design: DOWSIL™ 790 and DOWSIL™ 795 Silicone Building Sealant)
Refer to APPENDIX A for both.

DIVISION 9: FINISHES
09 50 00 – Acoustical Ceiling Tile (2'x2' black, 15/16" tegular edge)
Refer to APPENDIX A.

09 80 00 – Elastomeric Coatings for DOWSIL ALLGUARD Silicone Elastomeric Coating
Refer to APPENDIX A.

MECHANICAL SYSTEMS

Applicable Design Codes & Standards

A complete mechanical design will be provided for this project in accordance with the standards in the latest editions of the following listed applicable codes, ordinances, laws, and regulations.
Among them are the latest adopted editions of:

- 2023 Florida Mechanical Code
- 2023 Florida Energy Efficiency Code
- Florida Fire Prevention Code
- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Standards
- NFPA 90A, Installation of Air Conditioning and Ventilating Systems
- National Fire Code (NFC)
- SMACNA Standards
- Flagler Executive Airport Standards and Guidelines

HVAC

Below are the existing HVAC systems and recommendations. Scope of work items are listed in **RED**. A schematic is also provided visually indicating the anticipated scope (See Schematic "A").

- The existing five (8) story air traffic control tower at the Flagler airport is currently served by a combination of rooftop units, packaged terminal air conditioning units (PTACs) and a wall mounted mini split (electrical room).
    - The first floor contains storage, elevator equipment, electrical and a fire pump room. This floor has one (1-ton) existing mini split in the electrical room.

        - **One (1) (1-ton) mini split AHU and CU shall be replaced, one for one, with similar units in electrical room. Unit shall be equal to LG KSUAB121A / KNUAB121A, 208V 1ph, Heat pump, 12a/15a MCA/MOCP.**
            - **Coordinate with electrical contractor on the reuse of the existing equipment circuit. Contractor shall upgrade circuit and breaker as required to accommodate new unit.**
            - **Mount all unit high on wall in room and provided with integral condensate pump. Route 1" PVC condensate from room to exterior and terminate a min of 8" above greenery or shrubbery.**
            - **Mount on a 6" turned down exterior concrete pad utilizing hurricane condensing unit clips to meet all hurricane wind loading requirements. Contractor shall bid new but may reuse the existing condensing unit pad if approved by owner.**

    - The second through seventh floor contains office, storage, and equipment areas. Floor's 2,3,4,5, & 7 are served by one (1) 15,000btu/h (1.25 ton) PTAC. Floor 6 is served by two (2) 15,000btu/h (1.25 ton) PTAC's. These units each contain a 2KW heater and are 208V/1ph units.
        - PTAC units were replaced approximately in 2020 with Gree Units. Flagler Control Tower personnel have voiced concern with the cooling capacity of these units. Engineer observed that the PTAC's could not produce a comfort cooling level and that the space's maintained hot areas even with a set temperature of 70 degrees.

        - **PTAC's shall be replaced, one for one, with a (1) 15,000btu/h (1.25 ton) PTAC. Units shall be equal to Friedrich 105MBH PDE15K5SGR3 with 2.5kW heater; 208V 1ph, 14a/20a MCA/MOCP.**
            - **Coordinate with electrical contractor on the reuse of the existing equipment circuits. Contractor shall upgrade circuit and breaker as required to accommodate new unit.**
            - **Balance units to match existing outside airflow rates.**

- The Control tower level is served by two (2) Trane 36,000 btu/h (3 ton) nominal capacity packed roof top units (RTUs) mounted on the cab roof. Each unit is straight cool with electric heat and are 208V/3ph units.

    - **RTU's RTU shall be replaced, one for one, with two (2) new Lennox LCX036S5D, 208V 3ph, 7.5 KW heat, 24a/25a MCA/MOCP or equal.**
        - **Coordinate with electrical contractor on the reuse of the existing equipment circuit. Contractor shall upgrade circuit and breaker as required to accommodate new unit.**
        - **Contractor shall reconnect new condensate line to existing condensate infrastructure.**
        - **Provide curb adaptor and re-mount as required to meet all wind loading requirements.**
        - **Balance units to match existing outside airflow rates.**

    - **The Cab acoustic ceiling tile and air terminal devices mounted withing (diffuser and return grilles) shall be replaced one for one. Contractor shall connect new lay-in ceiling devices into existing ductwork, matching existing style and size (face and neck size). Contractor shall replace any ductwork that cannot be reused.**

- **General Scope Notes:**
    - The contractor shall verify that no campus controls system is used for monitoring or control of the HVAC systems serving this building. If so, contractor shall tie all new equipment into existing controls system.
        - Provide new controls (thermostats or other) for all new equipment.
    - Contractor shall budget all demo work into the scope of work along with full removal and disposal costs of all demolished equipment. Though, contractor shall offer salvage rights to the owner on any equipment removed.
    - Prior to bid the contractor shall visit the site to establish existing conditions. Prior to construction, the contractor shall verify all equipment sizes, quantities, and power requirements for coordination with new work.
    - Contractor shall budget any ancillary repair work required for the scope of work described. This may include, but is not limited to, paint, drywall, concrete, piping, and other accessories.
    - Where required, a full test and balance exercise and report shall be provided to the owner for any new HVAC system.

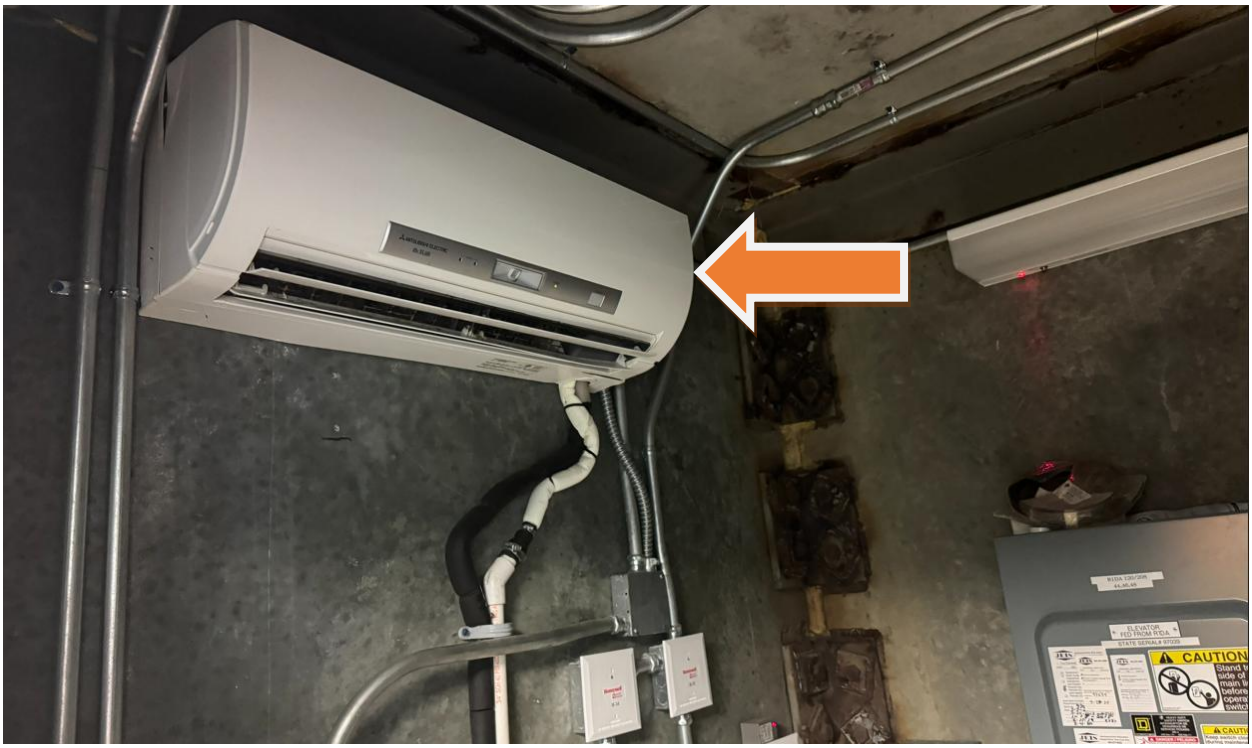


Photo #26: First floor mini split.

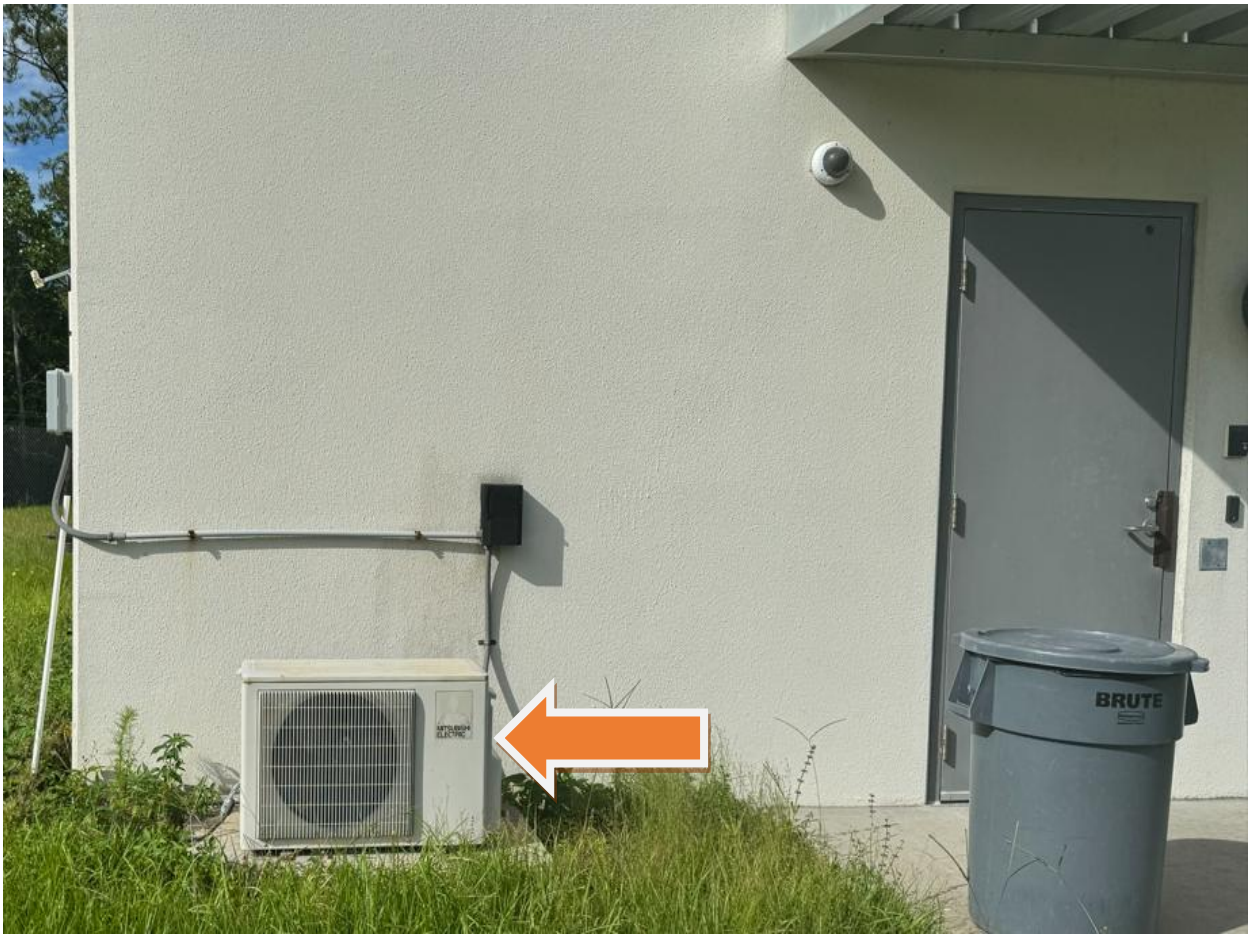


Photo #27: First floor mini-split.



Photo #28: First floor mini-split.



Photo #29: Second floor PTAC.



Photo #30: Second floor PTAC.



Photo #31: Third floor PTAC.



Photo #32: Third floor PTAC.

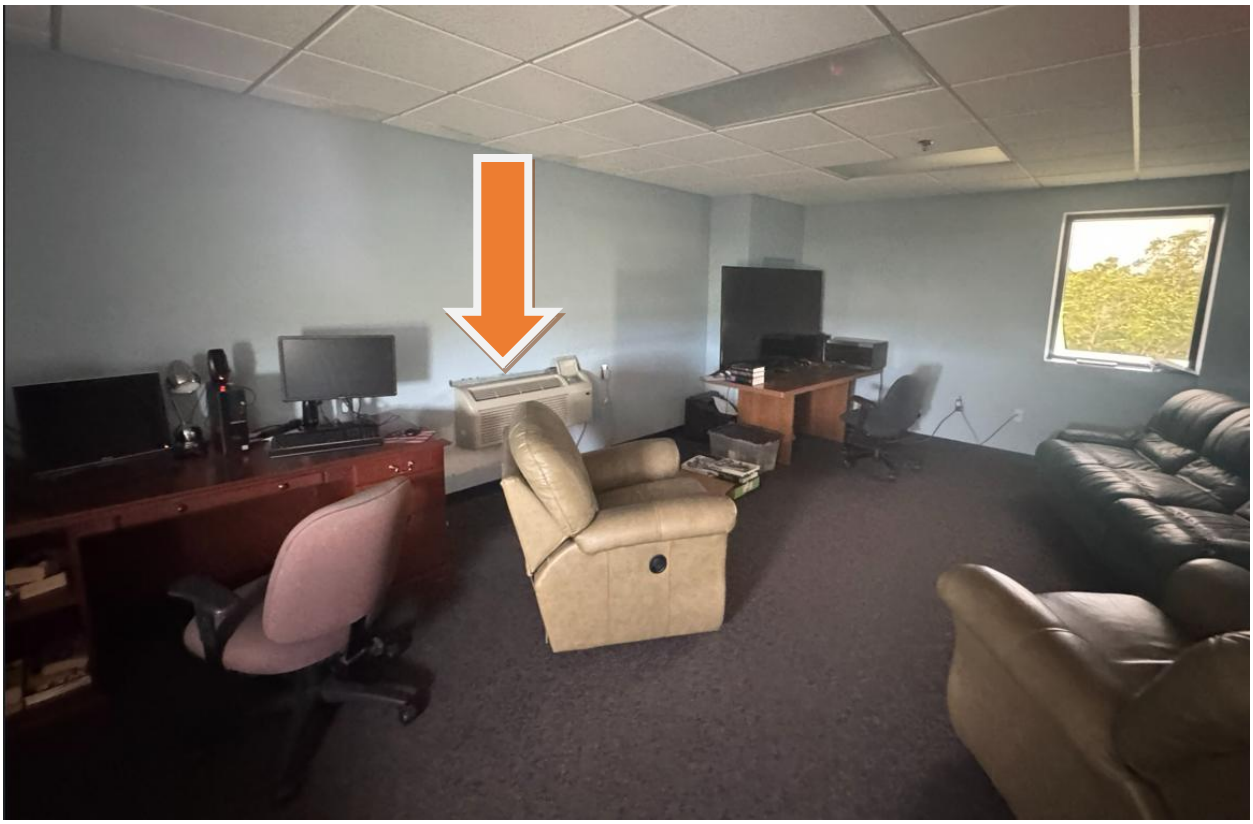


Photo #33: Fourth floor PTAC.



Photo #34: Fourth floor PTAC.



Photo #35: Fifth floor PTAC.



Photo #36: Fifth floor PTAC.

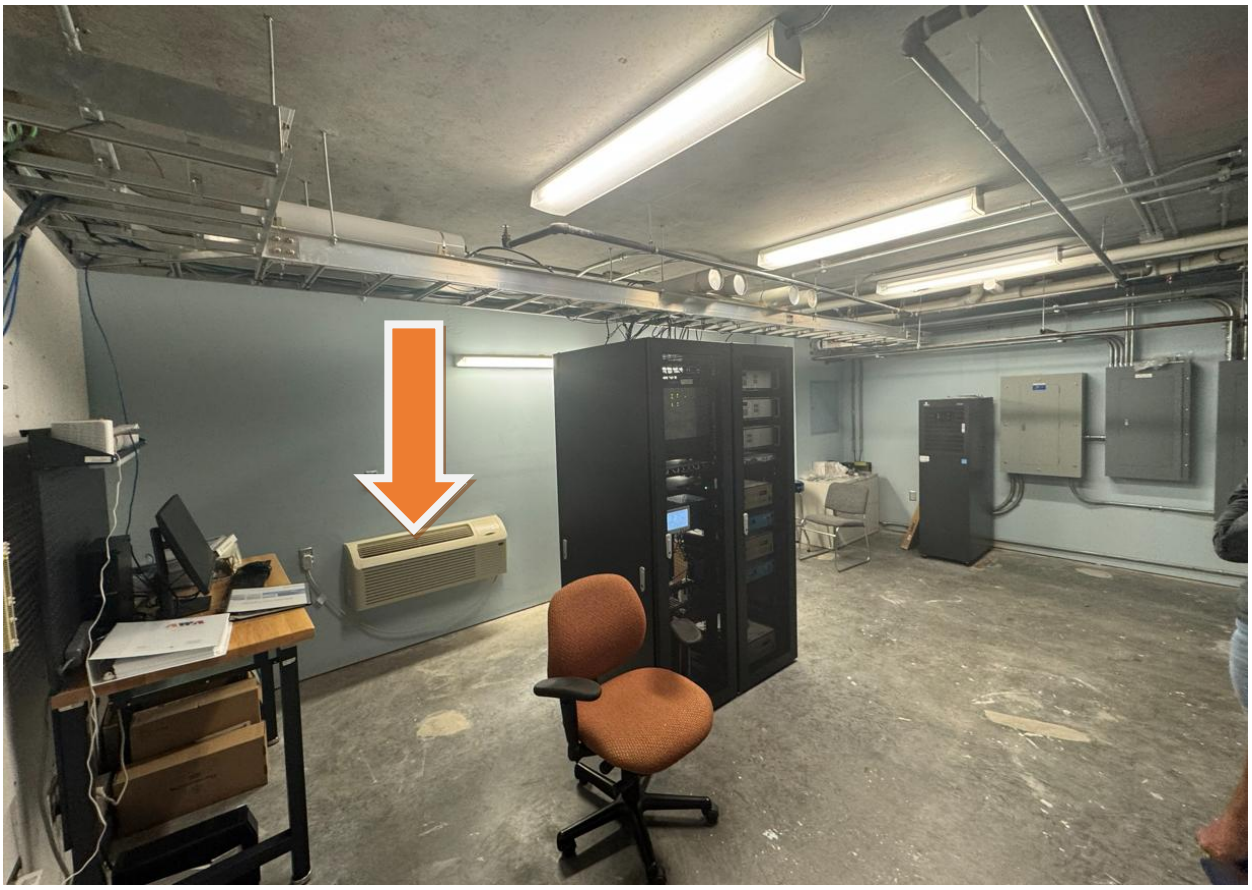


Photo #37: Sixth floor PTAC.

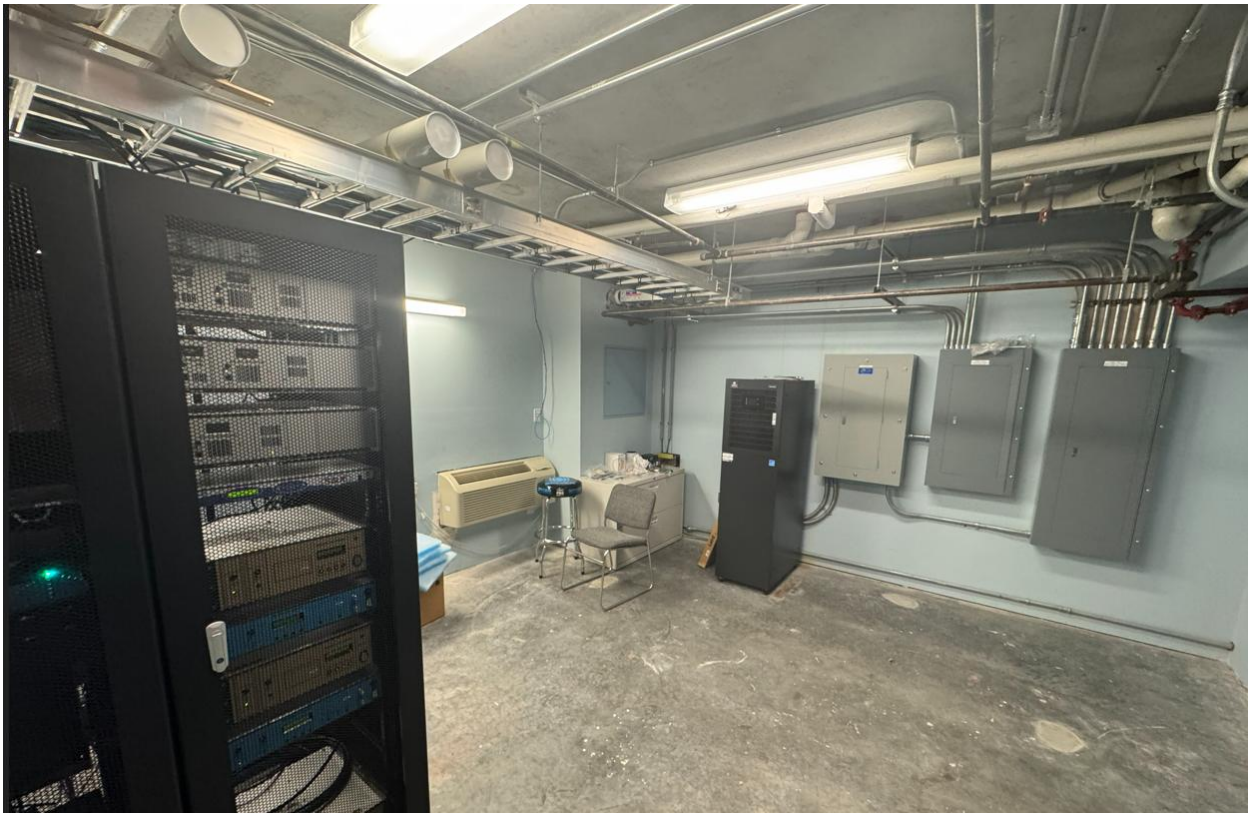


Photo #38: Sixth floor PTAC.



Photo #39: Sixth floor PTAC.



Photo #40: Sixth floor PTAC.



Photo #41: Seventh floor PTAC.

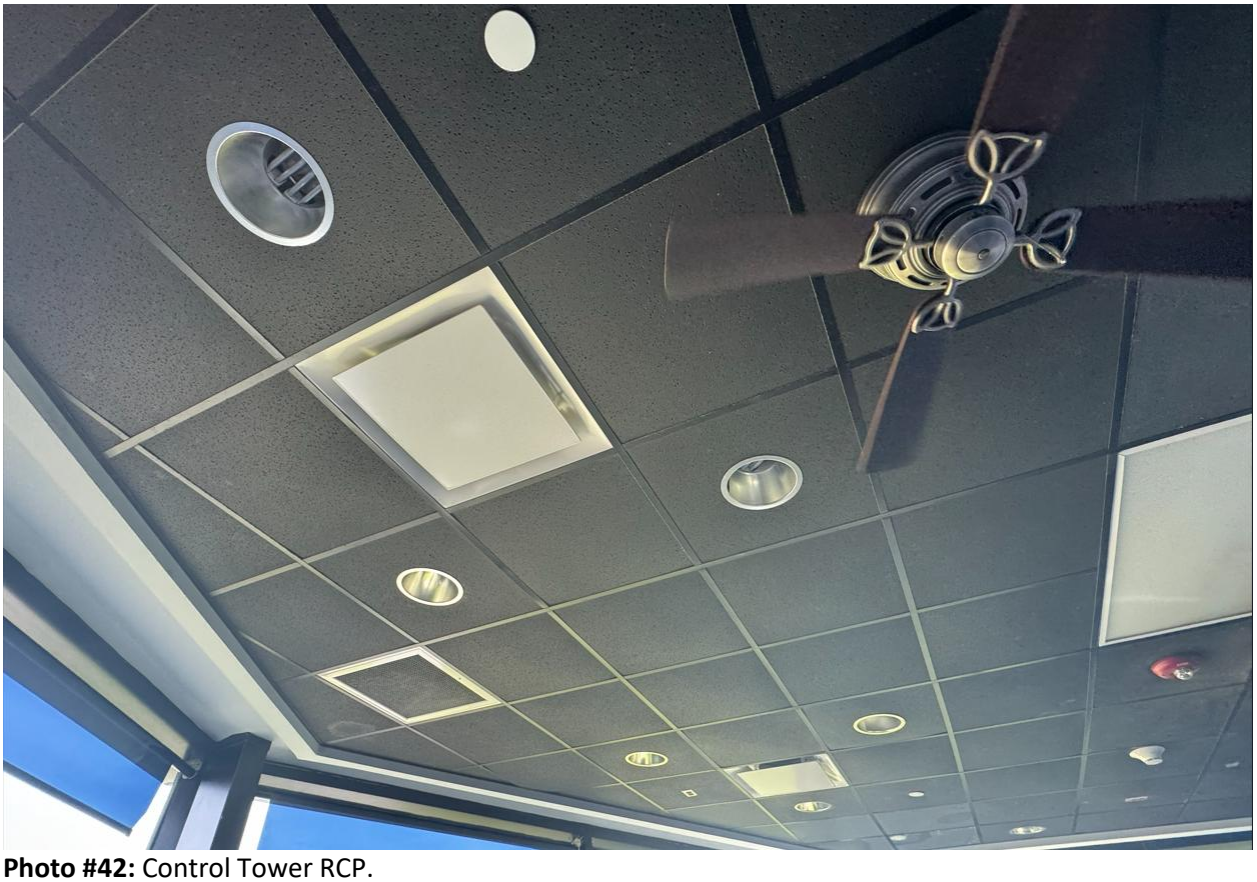


Photo #42: Control Tower RCP.

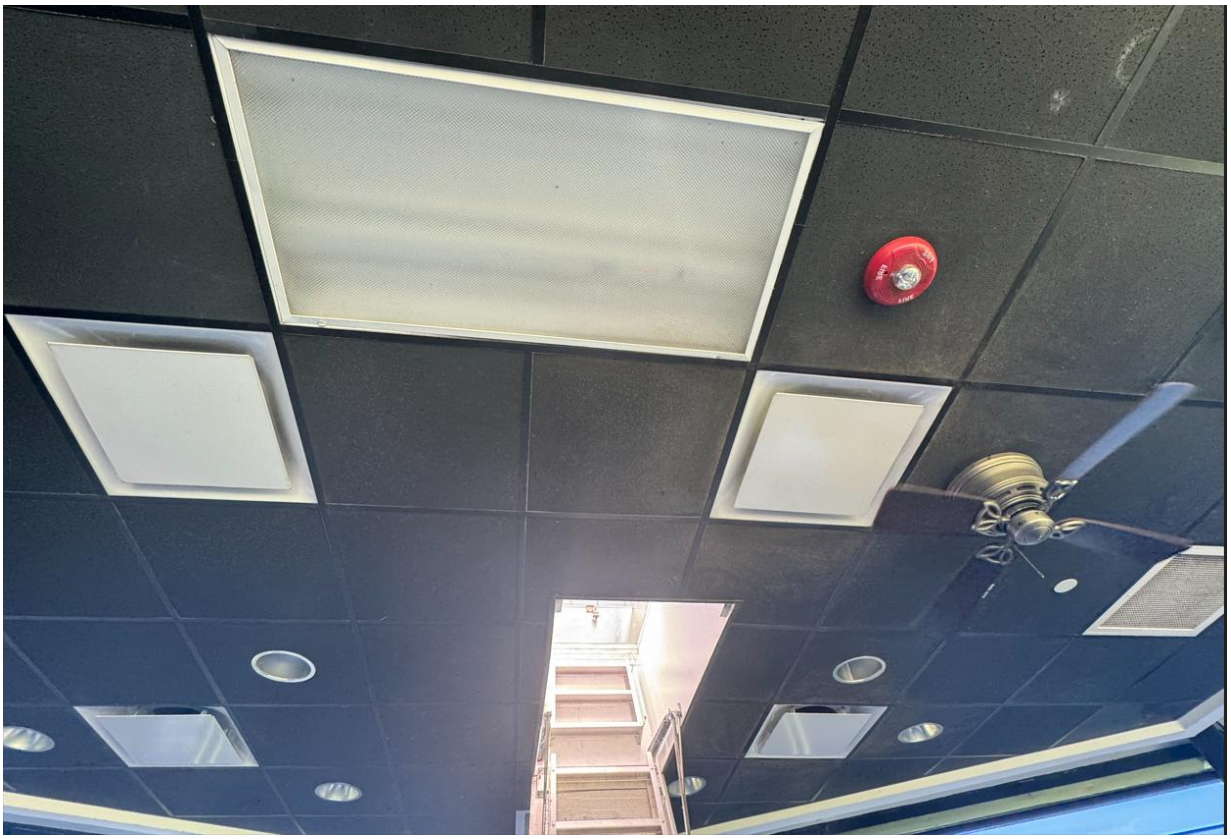


Photo #43: Control Tower RCP.

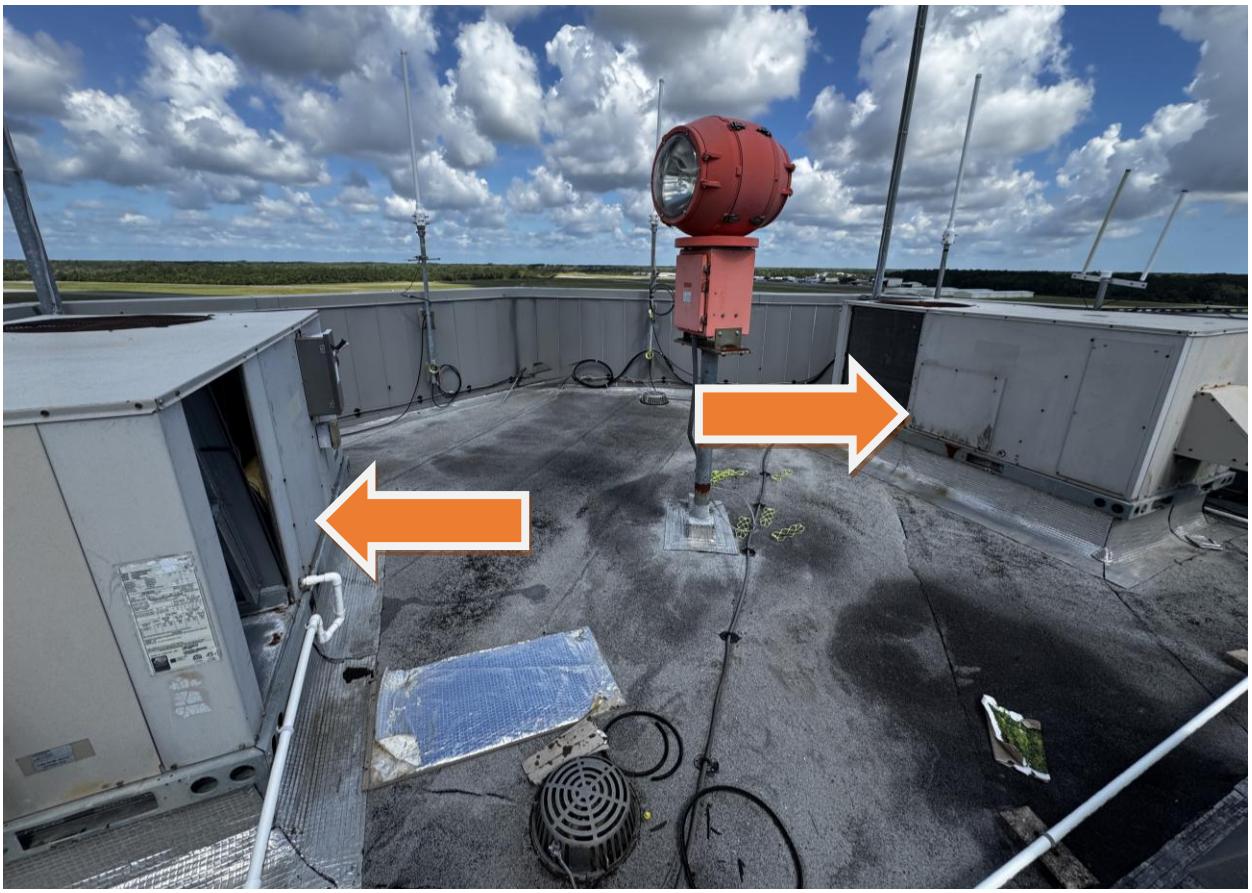


Photo #44: Control Tower RTUs.



Photo #45: Control Tower RTU data.

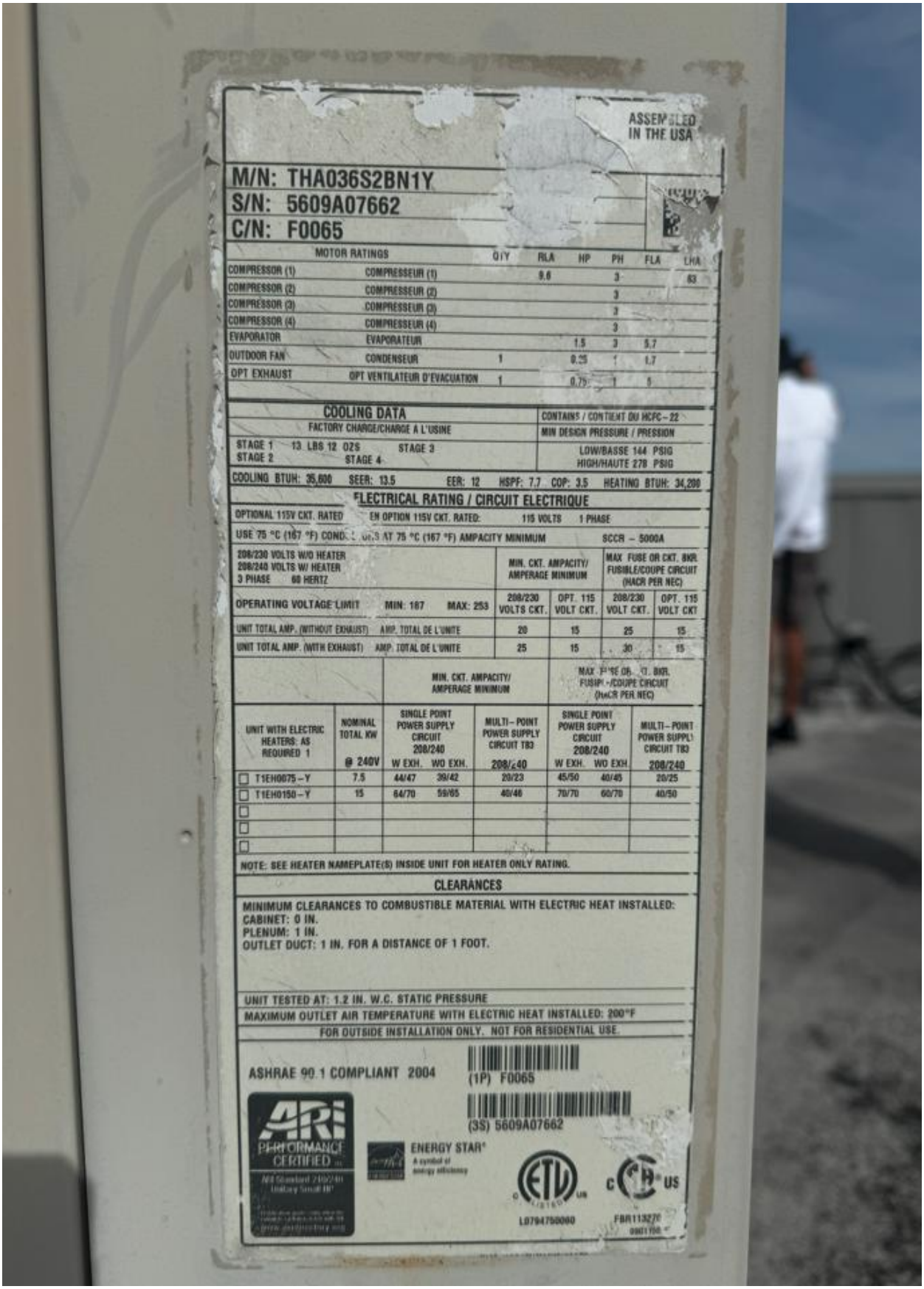


Photo #46: Control Tower RTU data.

ELECTRICAL SYSTEMS

Applicable Design Codes & Standards

All electrical work completed shall be by a licensed electrician and in accordance with all local, state, and national codes and standards. Among them are the latest adopted editions of:

- American with Disabilities Act (ADA)
- American National Standards Institute (ANSI)
- 20203Florida Building Code
- National Electrical Safety Code (IEEE-C2)
- National Electrical Manufacturers Association (NEMA)
- National Electrical Code 2020 (NFPA 70)
- National Fire Alarm Code (NFPA 72)
- Florida Fire Prevention Code NFPA 1
- NFPA 101 Life Safety Code
- Standard for Emergency and Standby Power Systems (NFPA 110)
- Standard for the Installation of Lightning Protection Systems (NFPA 780)
- The Occupational Safety and Health Act (OSHA)
- Underwriters' Laboratories, Inc. (UL)

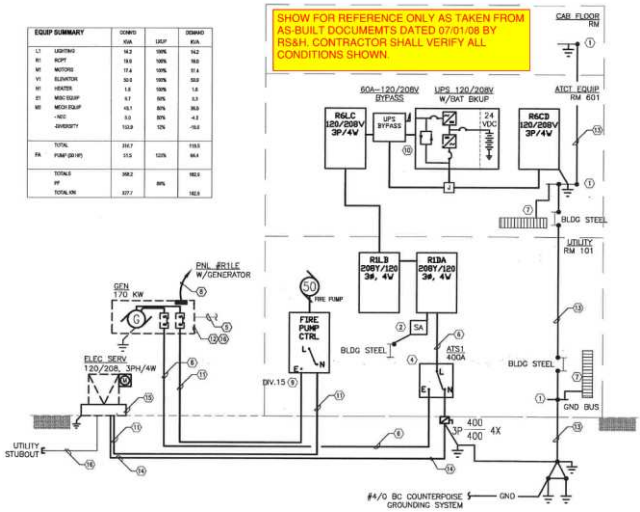
The electrical scope of work for this project is depicted below. Scope specific items are listed in **RED**.

Electrical Service and Power Distribution System

Existing power

- Overall, this air traffic control tower building is served by a 120/208V 3ph, 400a service. This service is backed up by a 170KW generator with automatic transfer switch for backup power. A fire pump is also powered from this service. A one-line power riser diagram is shown below for reference as taken from the "New Air Traffic Control Tower" construction document set by RS&H, Inc. Dated 07/01/08.

EXISTING ELECTRICAL POWER RISER DIAGRAM (FOR REFERENCE ONLY)



- All existing power switchgear, devices, conduit, and conductors appear in good condition and shall remain as is.
  - **Contractor shall perform function testing of the generator to confirm it is in good working condition. If deficiencies are found, the contractor shall present a remedial action proposal to the owner for approval.**

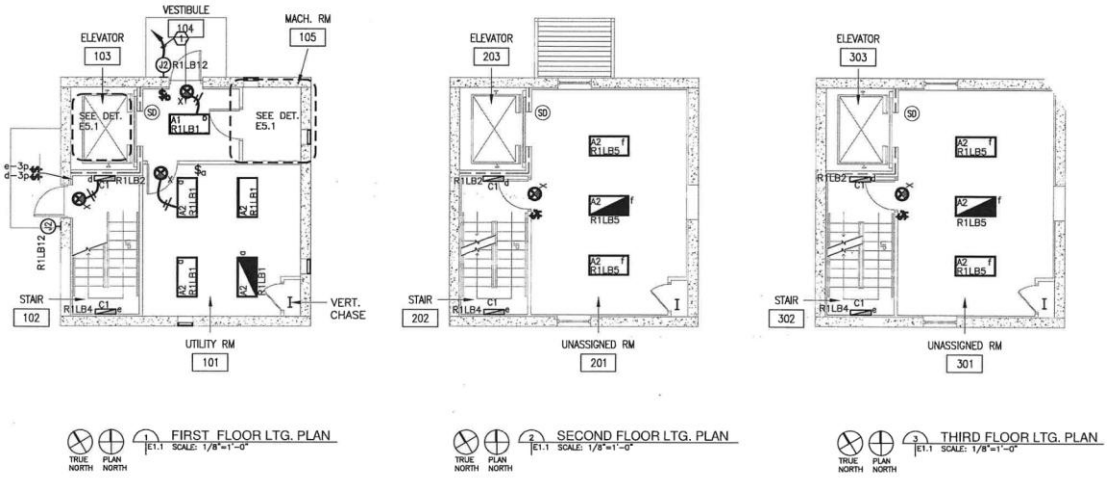
- **The electrical contractor shall budget refeeding all existing mechanical units listed in the mechanical DCP narrative.**
  - **Mechanical circuits provided shall be via new copper conductors in EMT conduit. All new circuiting shall be sized and routed in accordance with the procured manufacturer's recommended circuit and MOCP sizing. All sizes shall account for max FBC voltage drop (5%) and be sized in accordance with NEC.**
  - **In general, the units to be replaced shall be confirmed on site and with the mechanical contractor, but will include:**
    - **Seven (7) packaged terminal units (PTACs).**
    - **Two (2) packaged roof top units (RTUs).**
    - **One (1) wall mounted mini-split unit.**
  - **If found acceptable for reuse, existing circuiting may be reused to feed replaced equipment. Though, the contractor shall verify existing breaker and conductor sizes are adequate for the new units and modify as required.**

Lighting

- Exterior
  - **The two (2) existing exterior light fixtures on building shall be replaced, one for one, with new LED equivalent.**
  - **There were mentions of additional grade mounted light fixtures, splashing up lighting on the building. Owner to confirm.** (Contractor shall provide new LED equivalent light fixtures)

- All interior lighting appears to be in working condition. Though:
  - **All existing light fixtures to be replaced, one for one, with new LED equivalent.**
    - **Contractor may reuse existing circuits and control, modifying only as required to accommodate the new light fixtures.**
  - See below existing lighting plans as taken from the "New Air Traffic Control Tower" construction document set by RS&H, Inc. Dated 07/01/08. These are provided for reference only and all bidding shall be predicated on field verified conditions, fixture types and quantities found.

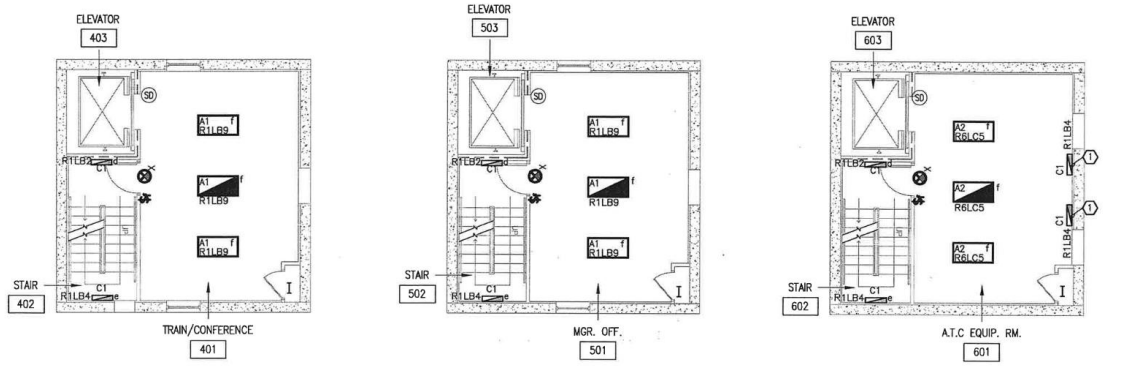
EXISTING ELECTRICAL LIGHTING PLANS (FOR REFERENCE ONLY)



1 FIRST FLOOR LTG. PLAN E1.1 SCALE: 1/8"=1'-0"

2 SECOND FLOOR LTG. PLAN E1.1 SCALE: 1/8"=1'-0"

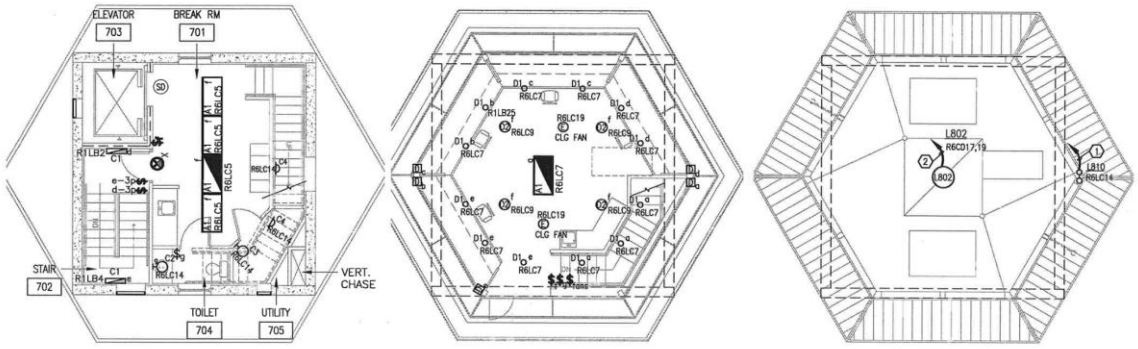
3 THIRD FLOOR LTG. PLAN E1.1 SCALE: 1/8"=1'-0"



4 FOURTH FLOOR LTG. PLAN E1.2 SCALE: 1/8"=1'-0"

5 FIFTH FLOOR LTG. PLAN E1.2 SCALE: 1/8"=1'-0"

6 SIXTH FLOOR LTG. PLAN E1.2 SCALE: 1/8"=1'-0"



7 SEVENTH FLOOR LTG. PLAN E1.3 SCALE: 1/8"=1'-0"

8 CAB FLOOR LTG. PLAN E1.3 SCALE: 1/8"=1'-0"

9 ROOF LTG. PLAN E1.3 SCALE: 1/8"=1'-0"

Access Control

- Exterior
  - **The contractor shall provide a new gate control system. The system shall be congruent with the Flagler Airport access control standards, manufacturer, model, and specifications.**
  - **The contactor shall replace the existing access control at the building's main entrance door and elevator door. The system shall be congruent with the Flagler Airport access control standards, manufacturer, model, and specifications.**
  - **Coordinate all access control scope and associated requirements with the owner directly and their preferred access control vendor.**

Raceways and Conductors

If required to replace damaged or undersized conduit/conductor, any new conduits and conductors will be as follows:

- Service entrance conductors – Schedule 40 PVC buried 36" below grade.
- Panelboard feeders – Electrical Metallic Tubing were run concealed and above grade. Rigid galvanized steel were run exposed and above grade.
- All branch conductors shall copper. Conductors feeding panels and larger than #1 may be aluminum where required.
- Modular wiring systems will not be allowed.
- MC cable may be allowed only as approved by the owner.

Fire Alarm System

The building is served by an existing fire alarm system. This fire alarm system is assumed to be in good working condition and shall remain as is.

Lightning Protection

- An existing lightning protection system is provided to the building. **The contractor shall repair and/or replace any arrestors or wiring to recertify the lighting protection systems. A rooftop UL Master Label lightning protection system will be required to cover all building areas. Where mechanical equipment or other external components on the roof where existing lighting protection arrestor equipment is mounted, the arrestors/equipment shall be remounted to the new equipment.** All new air terminals, bonds to rooftop equipment and other metallic items, down conductors, buried counterpoise conductors and ground rods, all as per NFPA 780 and UL 96A. The system will be modified only by an LPI approved installation contractor.



Photo #47: Existing switchgear.



Photo #48: Existing switchgear.



Photo #49: Existing switchgear.



Photo #50: Existing switchgear.



Photo #51: Existing Control Tower lighting.

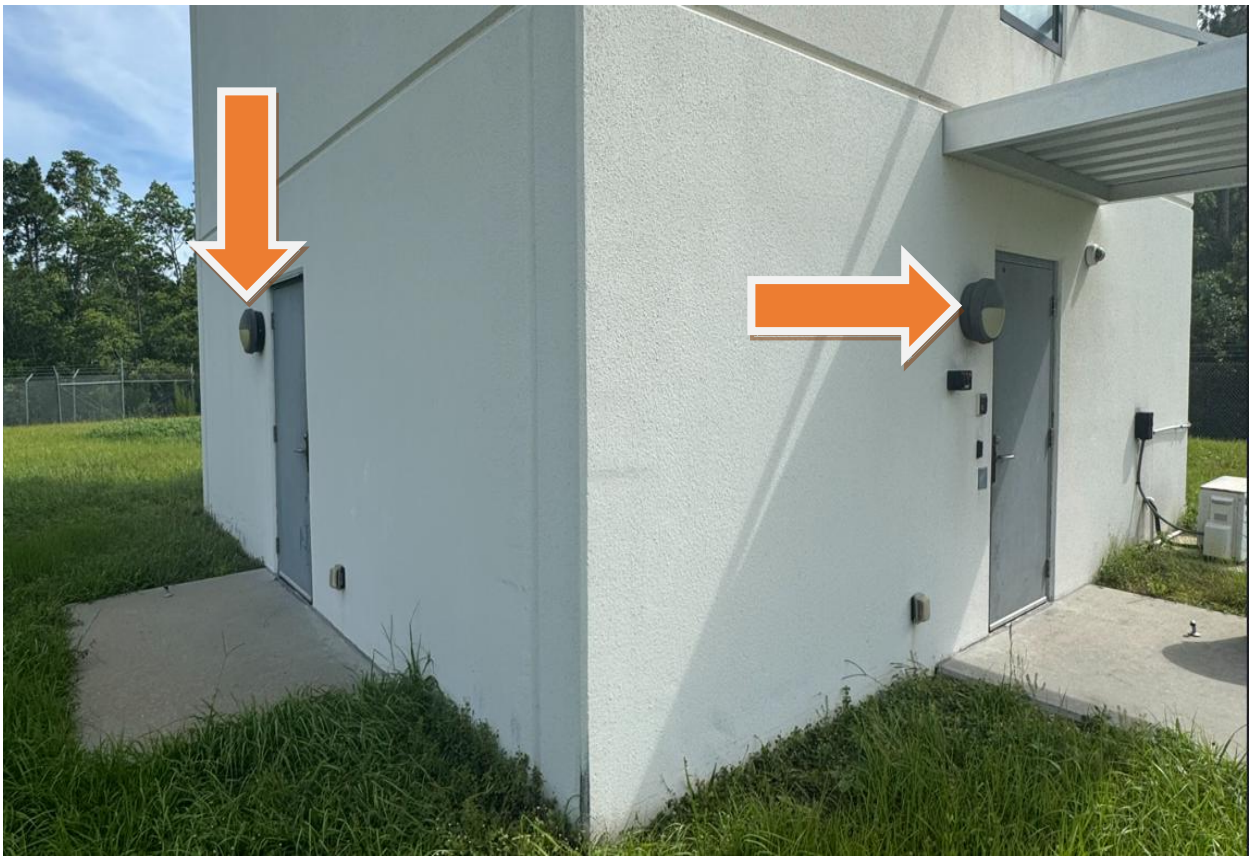


Photo #52: Existing exterior building lighting.

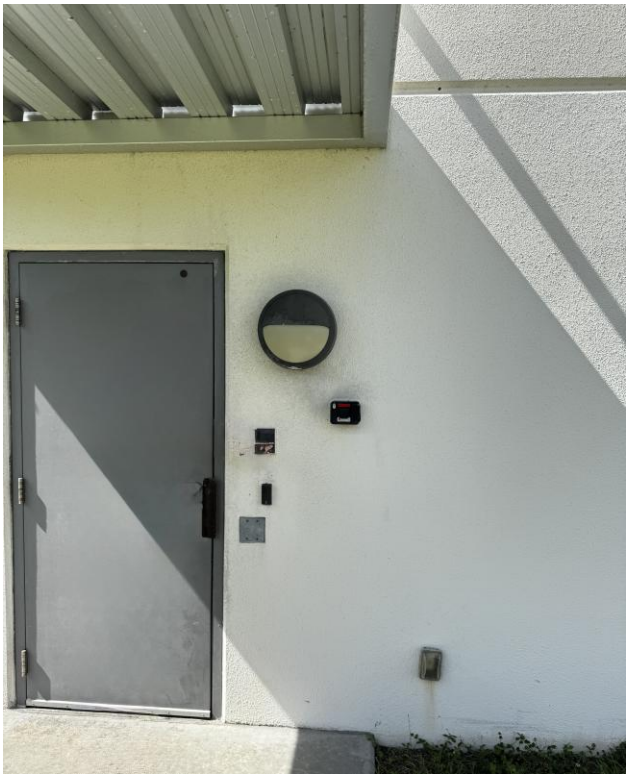


Photo #53: Existing exterior building access control.



Photo #54: Existing exterior building access control.
Bollards shall be painted.



Photo #55: Existing exterior building access control.
Bollards shall be painted.



Photo #56: Existing exterior building access control.

PLUMBING SYSTEMS

Applicable Design Codes & Standards

A complete plumbing design will be provided for this project in accordance with the standards in the latest editions of the following listed applicable codes, ordinances, laws, and regulations.
Among them are the latest adopted editions of:

- 2023 Florida Plumbing Code.
- 2023 Florida Energy Efficiency Code.
- Florida Fire Prevention Code.
- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Standards
- American Society of Plumbing Engineers (ASPE)
- NFPA 90A, Installation of Air Conditioning and Ventilating Systems
- National Fire Code (NFC)
- Flagler Executive Airport Standards and Guidelines.

Plumbing

Below are the existing plumbing systems and recommendations. Scope of work items are listed in **RED**.

- The existing building plumbing system shall remain as is outside of other renovation work coordination. Specifically:
    - **Coordinate with catwalk renovation works. Route drainage piping tight to control tower exterior surface, through catwalk structure, and along the underside of the catwalk framing to the designated perimeter discharge edge. This alignment optimizes architectural aesthetics and mitigates visual impact.**



Photo #57: **Roof drain piping shall be rerouted as described in plumbing section.**



Photo #58: **Roof drain piping shall be rerouted as described in plumbing section.**

APPENDIX A

Technical Data Sheet

DOWSIL™ 790 Silicone Building Sealant

Ultra-low-modulus sealant for sensitive natural stone, porous stone, masonry and concrete façades

Features & Benefits

- Low-staining and plasticizer free, suitable for porous substrates
- Excellent performance even in building joints that experience extreme movement
- Extension/compression capability of +100/-50 percent
- Conforms to ISO 11600F-25LM
- Excellent weathering properties and resistance to sunlight, rain, snow, and temperature extremes
- Excellent unprimed adhesion to masonry, concrete and natural stone substrates
- Easy application over a wide temperature range

Composition

- One-part, neutral-cure silicone sealant

Applications

- Sealing of joints between natural stone
- Sealing of curtainwall joints and mullion joints
- Sealing of expansion and control joints
- Sealing of precast concrete panel joints and many other construction joints

Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test	Property	Unit	Result
	As Supplied		
CTM[1] 98	Skin-over Time (23°C, 50% R.H.)	min	9
CTM 95	Tack-Free Time (23°C, 50% R.H.)	min	31
CTM 663	Cure Rate (23°C, 50% R.H.) 1 Day 3 Days	 mm mm	 2.8 5.8
	As Cured – After 28 Days at 23°C and 50% RH		
CTM 99	Durometer Hardness, Shore A		11
ISO[2] 8339	Modulus 100%	MPa	0.08
ISO 8339	Elongation at Break	%	840

1. CTMs: Corporate Test Methods. Copies of CTMs are available upon request.
2. ISO: International Standardization Organization

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Typical Properties (Cont.)

Test	Property	Unit	Result
ISO 7389	Elastic Recovery	%	78
ASTM[3] C 719	Joint Movement Capabilities According to ASTM Standard Extension/Compression	%	+100/-50
ISO 9047	Joint Movement Capability According to ISO Standard	%	±25 (highest category)
ASTM C 1248	Staining, Various Substrates		None

3. ASTM: American Society for Testing and Materials.

Description

Ultra-low-modulus sealant for masonry, concrete and natural stone façades. DOWSIL™ 790 Silicone Building Sealant provides excellent performance, even in building joints that experience extreme movement. It places a low stress on the sealant/substrate bond line to minimize failures in moving joints.

DOWSIL™ 790 Silicone Building Sealant is available in black and gray.

Approvals/ Specifications

This sealant meets or exceeds the requirements of:

- ISO 11600F 25LM
- EN15651 – CE MARK
- ASTM Specification C 920, Type S, Grade NS, Class 100/50, Use T, NT, M, G, A, and O

How to Use

Surface Preparation
Ensure that surfaces to be sealed are clean, dry, sound and grease-free. Porous substrates such as concrete, brickwork, mortar, etc. must be mechanically cleaned of loose particles using a steel brush, sanding disc or any similar means. Clean non-porous surface with DOWSIL™ R-40 Universal Cleaner, dry thoroughly with a clean, lint-free cloth and wait for at least half an hour before application of sealant.

Note: When using any solvent, always provide adequate ventilation. Avoid heat, sparks and open flames. Use solvent resistant gloves. Observe and follow all precautions listed on solvent container label.

Masking
Areas adjacent to the joints should be masked with tape to prevent contamination of the substrates and to ensure a neat sealant line. Masking tape should be removed immediately after tooling.

Priming
Primers are not usually required on stone, concrete and masonry substrates. On non-porous substrates such as anodized aluminum, priming might be needed. It is recommended to carry out test on such substrates to assess the need for priming. A suitable primer on non-porous substrates is DOWSIL™ 1200 OS Primer. Allow at least half an hour between priming and sealant application. Please contact Dow's technical service in case of doubt.

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How to Use (Cont.)

Back-up Materials
Where back-up material is required, open cell backer rod is recommended. Back-up materials provide back pressure and avoid three sided adhesion that limits sealant movement capability.

Finishing
The joint should be tooled within 5 minutes of application to ensure good contact between the sealant and the substrate. Tooling of the sealant also gives a smooth, professional finish.

Clean-Up
If sealant is misapplied to porous substrates, it should be left until it is just cured and then removed by peeling, cutting or other mechanical means. Care should be taken not to damage plastic or coated surfaces.

Joint Design

The sealant joint width should be designed to accommodate the movement capability of the sealant. When designing joints using DOWSIL™ 790 Silicone Building Sealant, the minimum width should be 6 mm. For joints between 6–12 mm wide, a seal depth of 6 mm is required. For joints above 12 mm wide, a width to depth ratio of 2:1 should be used. As the sealant joint width becomes larger than 25 mm, the depth should be held at approximately 9 mm to 12 mm. In situations where fillet joints are needed, a minimum of 6 mm sealant bite to each substrate is recommended. For joint dimensions with a width greater than 25 mm or a depth greater than 15 mm, please contact your regional service centers for technical assistance.

Handling Precautions

PRODUCT SAFETY INFORMATION REQUIRED FOR SAFE USE IS NOT INCLUDED IN THIS DOCUMENT. BEFORE HANDLING, READ PRODUCT AND SAFETY DATA SHEETS AND CONTAINER LABELS FOR SAFE USE, PHYSICAL AND HEALTH HAZARD INFORMATION. THE SAFETY DATA SHEET IS AVAILABLE ON THE DOW WEBSITE AT DOW.COM, OR FROM YOUR DOW SALES APPLICATION ENGINEER, OR DISTRIBUTOR, OR BY CALLING DOW CUSTOMER SERVICE.

Usable Life and Storage

When stored at or below 32°C, DOWSIL™ 790 Silicone Building Sealant has a shelf life of 12 months from date of manufacture. Refer to product packaging for “Use By” date.

Limitations

DOWSIL™ 790 Silicone Building Sealant should not be applied:

- In structural applications.
- Below grade or to materials that outgas, which can cause bubbling in curing sealant.
- On brass or copper or other similar material that can be corroded.
- To surfaces that are continuously immersed in water.
- For use as an interior penetration firestop sealing system.
- To building materials that bleed oils, plasticizers, or solvents – materials such as impregnated wood, oil based caulks, green or partially vulcanized rubber gaskets, or tapes or bituminous below-grade waterproofing and asphalt-impregnated fiberboard.
- In totally confined spaces because the sealant requires atmospheric moisture for cure.
- To surfaces that will be painted after application. The paint film will not stretch with the extension of the sealant and may crack and peel and most likely will not adhere to the sealant.
- To surfaces in direct or indirect contact with food.

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Limitations (Cont.)

- To wet or frost-laden surfaces.
- In applications where solvents or primers are not fully dried prior to sealant application. Uncured sealant is very sensitive to many solvents, primers, and cleaning agents; these may cause the sealant to remain uncured or tacky.

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

Health and Environmental Information

To support customers in their product safety needs, Dow has an extensive Product Stewardship organization and a team of product safety and regulatory compliance specialists available in each area.

For further information, please see our website, dow.com or consult your local Dow representative.

Disposal Considerations

Dispose in accordance with all local, state (provincial) and federal regulations. Empty containers may contain hazardous residues. This material and its container must be disposed in a safe and legal manner.

It is the user's responsibility to verify that treatment and disposal procedures comply with local, state (provincial) and federal regulations. Contact your Dow Technical Representative for more information.

Product Stewardship

Dow has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with Dow products - from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

dow.com

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Technical Data Sheet

DOWSIL™ 795 Silicone Building Sealant

Description

Neutral, one part silicone sealant

Sustainability Attribute:

Decarbia™ Advancing carbon neutrality with DOW

Uses / Applications

- Structural and nonstructural glazing
- Structural attachment of many panel systems
- Panel stiffener applications
- Weather sealing of most common construction materials including glass, aluminum, steel, painted metal, EIFS, granite and other stone, concrete, brick and plastics

Composition

- One–part, neutral cure, RTV silicone sealant

Benefits

- Suitable for most new construction and remedial sealing applications
- Versatile – high performance structural glazing and weather sealing from a single product
- Available in 15 standard colors; custom colors also available
- Excellent weatherability virtually unaffected by sunlight, rain, snow, ozone and temperature extremes of -40°F (-40°C) to 300°F (149°C)
- Excellent unprimed adhesion to a wide variety of construction materials and building components, including anodized, alodined, most coated and many Kynar painted aluminums
- Ease of application – ready to use as supplied
- Ease of use – all temperature gunnability, easy tooling and low-odor cure byproduct
- Meets global standards (Americas, Asia and Europe)

Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test[1]	Property	Unit	Result
	As Supplied		
ASTM C 679	Tack Free Time, 50% RH	hours	3
	Curing Time at 25°C (77°F) and 50% RH	days	7–14
	Full Adhesion	days	14–21
ASTM C 639	Flow, Sag or Slump	inches (mm)	0.1 (2.54)
	Working Time	minutes	20–30

1. ASTM: American Society for Testing and Materials.

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Typical Properties (Cont.)

Test	Property	Unit	Result
	VOC Content[2]	g/L	30
	As Cured After 21 Days at 25°C (77°F) and 50% RH		
ASTM D 2240	Durometer Hardness, Shore A	points	35
ASTM C 794	Peel Strength	lb/in (kg/cm)	32 (5.7)
ASTM C 1135	Tension Adhesion Strength		
	At 25% Extension	psi (MPa)	45 (0.310)
	At 50% Extension	psi (MPa)	60 (0.414)
ASTM C 719	Joint Movement Capability	percent	±50
ASTM C 1248	Staining (Granite, Marble, Limestone, Brick and Concrete)		None
	As Cured After 21 Days at 25°C (77°F) and 50% RH Followed by 10,000 Hours in a QUV Weatherometer, ASTM G 53		
ASTM C 1135	Tension Adhesion Strength		
	At 25% Extension	psi (MPa)	35 (0.241)
	At 50% Extension	psi (MPa)	50 (0.345)

2. Based on South Coast Air Quality Management District of California. Maximum VOC is listed both inclusive and exclusive of water and exempt compounds.

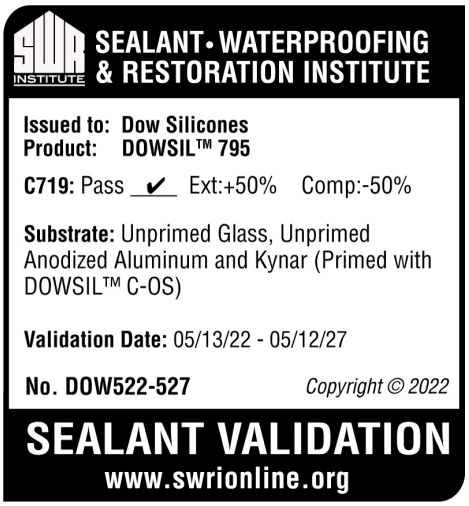
Description

DOWSIL™ 795 Silicone Building Sealant is a one-part, neutral-cure, architectural-grade sealant that easily extrudes in any weather and cures quickly at room temperature. This cold-applied, non-sagging silicone material cures to a medium modulus silicone rubber upon exposure to atmospheric moisture. The cured sealant is durable and flexible enough to accommodate ± 50 percent movement of original joint dimension when installed in a properly designed weather seal joint. In a properly designed structurally glazed joint, the sealant is strong enough to support glass and other panel materials under high wind load.

Approvals/ Specifications

DOWSIL™ 795 Silicone Building Sealant meets the requirements of:

- Federal Specification TT-S 001 543A (COM-NBS) Class A for silicone building sealants
- Federal Specification TT-S-00230C (COM-NBS) Class A for one-part building sealants
- ASTM Specification C 920 Type S, Grade NS, Class 50, Use NT, G, A and O
- ASTM Specification C 1184 for structural silicone sealants
- Canadian Specification CAN2-19.13- M82



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Colors

DOWSIL™ 795 Silicone Building Sealant is available in 15 colors: white, limestone, champagne, natural stone, gray, black, bronze, sandstone, adobe tan, dusty rose, rustic brick, blue spruce, anodized aluminum, charcoal, and ivy green. Custom colors may be ordered to match virtually any substrate.

How to Use

Please consult the *Dow Americas Technical Manual*, Form No. 62-1112, for detailed information on state-of-the-art application methods and joint design.

Preparation
Clean all joints, removing all foreign matter and contaminants such as grease, oil, dust, water, frost, surface dirt, old sealants or glazing compounds and protective coatings.

Application Method
Install backing material or joint filler, setting blocks, spacer shims and tapes. Mask areas adjacent to joints to ensure neat sealant lines. Primer is generally not required on non-porous surfaces, but may be necessary for optimal sealing of certain porous surfaces. A test placement is always recommended. Apply DOWSIL™ 795 Silicone Building Sealant in a continuous operation using positive pressure. (The sealant can be applied using many types of air-operated guns and most types of bulk dispensing equipment.) Before a skin forms (typically within 15 minutes), tool the sealant with light pressure to spread the sealant against the backing material and joint surfaces. Remove masking tape as soon as the bead is tooled.

Handling Precautions

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Usable Life and Storage

When stored at or below 27°C (80°F), DOWSIL™ 795 Silicone Building Sealant has a shelf life of 12 months from the date of manufacture. Refer to product packaging for “Use By Date.”

Packaging Information

DOWSIL™ 795 Silicone Building Sealant is supplied in 10.3 fl oz. (305 mL) disposable plastic cartridges that fit ordinary caulking guns, 20 fl oz. (590 mL) sausages and 2 and 4.5 gal (7.5 and 17 L) bulk containers.

Limitations

DOWSIL™ 795 Silicone Building Sealant should not be used:

- In structural applications without prior review and approval by your local sales application engineer
- In below grade applications
- When surface temperatures exceed 50°C (122°F) during installation
- On surfaces that are continuously immersed in water
- On building materials that bleed oils, plasticizers or solvents that may affect adhesion
- On frost laden or wet surfaces
- In totally confined joints (the sealant requires atmospheric moisture for cure)
- If the sealant is intended to be painted (paints do not typically adhere to most silicone sealants)
- To surfaces in direct contact with food or other food-grade applications

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Limitations (Cont.)

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

Health and Environmental Information

To support customers in their product safety needs, Dow has an extensive Product Stewardship organization and a team of product safety and regulatory compliance specialists available in each area.

For further information, please see our website, dow.com or consult your local Dow representative.

Disposal Considerations

Dispose in accordance with all local, state (provincial) and federal regulations. Empty containers may contain hazardous residues. This material and its container must be disposed in a safe and legal manner.

It is the user's responsibility to verify that treatment and disposal procedures comply with local, state (provincial) and federal regulations. Contact your Dow Technical Representative for more information.

Product Stewardship

Dow has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with Dow products - from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

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DOWSIL™ 795 Silicone Building Sealant
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CIRRUS® High NRC
CIRRUS® High CAC & CIRRUS®

Tegular
medium texture

TOTAL ACOUSTICS®
Sound Absorption (NRC)
+ Sound Blocking (CAC)

SUSTAIN®
High Performance
Sustainable
Ceiling Systems



Cirrus Beveled Tegular panels with Suprafine XL 9/16" suspension system

CAD/Revit® drawings at:
armstrongceilings.com/cadrevit

DESIGNFlex®
A New World of Choice
for Ceiling Systems



See more photos at:
armstrongceilings.com/photogallery

Medium-texture panels offer both Sustain® and Total Acoustics® panel performance; good noise reduction and sound blocking in one panel.

KEY SELECTION ATTRIBUTES

- DesignFlex® options include made-to-order sizes available to ship in 3 weeks
- Get total noise control and floor plan versatility with Total Acoustics® ceiling panels: NRC + CAC = Total Acoustics performance
- Cirrus® panels are part of the Sustain® portfolio, and meet the most stringent industry sustainability compliance standards today
- CleanAssure™ family of products – includes disinfectable panels, suspension systems, and trim
- New colors to complement interiors
- Excellent combination of acoustical performance: NRC up to 0.75 and CAC 35
- Made in the U.S.A. of domestic and global content
- Build America, Buy America (BABA) Act compliant
- High NRC items feature Articulation Class 170 helpful to control sound over wall partitions
- Ceiling-2-Ceiling™ post-consumer recycled content options. Items 589HRC, 539HRC, 584HRC, 535HRC. 71% pre-consumer; 15% post-consumer
- Mold- and mildew-resistant surface
- USDA-Certified Biobased Product – 91%
- 10-Year replacement panel available for items 584, 589

10-YEAR REPLACEMENT PANEL AVAILABILITY

COLORS

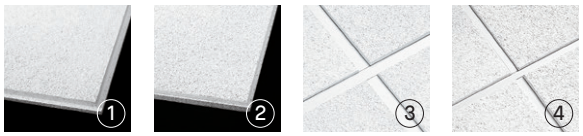
Due to printing limitations, shade may vary from actual product.

White (WH) | Ivory (IV) | Medium Taupe (MT) | Light Grey (LG) | Grey Stone (GS) | Tech Black (BL)

Items 535, 539, 584 and 589 are available in colors. Colored ceilings are dye-lotted and should be segregated by dye lot. Do not mix.

DETAILS

(Other Suspension Systems compatible. Refer to listing on next page.)



1. Cirrus® Angled Tegular
2. Cirrus® Beveled Tegular
3. Cirrus® Angled Tegular with Prelude® XL® 15/16" suspension system
4. Cirrus® Beveled Tegular with Suprafine® XL® 9/16" suspension system

CIRRUS® High NRC

Tegular
medium texture

USDA CERTIFIED BIOBASED PRODUCT
PRODUCT 91%

SUSTAIN® High Performance Sustainable Ceiling Systems

Declare.

LEED® | WELL™ | LBC

UP TO 73% RECYCLED CONTENT

Calculate sustainability with Ecomedes armstrongceilings.com/ecomedes

energy management · construction waste mgmt · regional materials ▲ · design for flexibility · EPD · recyclable/ extended producer resp. · biobased materials · recycled content · sourcing of raw materials · material ingredient reporting · low emitting/ materials · lighting quality · acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION
Dots represent high level of performance. $$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)	UL Classified Acoustics NRC + CAC =	Total Acoustics[1]	Articulation Class	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels Fog	Durability	Recycle Program	30-Yr Warranty
CIRRUS® High NRC 15/16" Angled Tegular	13	**556**	24 × 24 × 7/8"	0.75 • + 35 • =	BETTER	170 •	Class A	0.84 •	•	•	•	•	Std	•	•
		551	24 × 48 × 7/8"	0.75 • + 35 • =	BETTER	170 •	Class A	0.84 •	•	Std	•	•	Std	•	10-Yr
9/16" Beveled Tegular	29, 44, 48, 52, 56	**558**	24 × 24 × 7/8"	0.75 • + 35 • =	BETTER	170 •	Class A	0.84 •	•	•	•	•	Std	•	•
		568	24 × 48 × 7/8"	0.75 • + 35 • =	BETTER	170 •	Class A	0.84 •	•	Std	•	•	Std	•	10-Yr
			7/8" Thick – 15/16" Angled Tegular & 9/16" Beveled Tegular												
Made-to-Order Sizes Made-to-Order panel options have a minimum order quantity of 500 SF 3-4 WEEKS order to ship		Width: 12" - 24"	Length: 24" - 48"	N/A	N/A	N/A	N/A	Class A	0.84 •	•	Std	•	•	Std	•	10-Yr

MORE ITEMS ▶

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

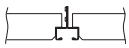
SUSPENSION SYSTEMS

15/16"



Prelude®

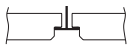
9/16"



Silhouette® 1/4" Reveal



Silhouette 1/8" Reveal



Suprafine® Suprafine® XL® Fire Guard™



Interlude® XL® HRC

PHYSICAL DATA

Material
Wet-formed mineral fiber

Surface Finish
Factory-applied latex paint

Fire Performance
Class A: ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index of 25 or less. Smoke Developed Index of 50 or less (UL® labeled).

ASTM E1264 Classification
Type A, Form A1.2, Pattern F; Fire Class A

Humidity/Sag Resistance
HumiGuard® Plus ceiling panels are recommended for areas subject to high humidity, up to, but not including, standing water and outdoor applications.

Anti-Mold/Mildew
Ceiling tiles with BioBlock® performance resist the growth of mold and mildew on the tile surface.

VOC Emissions
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard™, Living Building Challenge® (LBC), CalGreen Title 24, ANSI/ASHRAE/ USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

Acoustic Performance
CAC testing conducted using Silhouette suspension system.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines.

Insulation Value
R Factor – 1.9 (BTU units)
R Factor – 0.33 (Watts units)

Cleaning and Disinfecting
Cleaning and CDC-recommended disinfecting options available on armstrongceilings.com/cleaning

30-Year Performance Guarantee & Warranty
When installed with Armstrong® Suspension System. Details at armstrongceilings.com/warranty

Weight; Square Feet/Carton
551 – 1.21 LBS/SF; 48 SF/CTN
556, 558 – 1.40 LBS/SF; 40 SF/CTN
568 – 1.25 LBS/SF; 48 SF/CTN

Metric Items Available
551M, 558M, 568M – Metric items are subject to extended lead times and minimum quantities. Contact your representative for more details.

CIRRUS®

Tegular
medium texture

USDA CERTIFIED BIOBASED PRODUCT PRODUCT 91%

CLOSED LOOP RECYCLED CONTENT CEILING-2-CEILING

SUSTAIN® High Performance Sustainable Ceiling Systems

Declare.

LEED® WELL™ LBC

UP TO 77% RECYCLED CONTENT

Calculate sustainability with Ecomedes armstrongceilings.com/ecomedes

energy management	construction waste mgmt	regional materials	design for flexibility	EPD	recyclable/ extended producer resp.	biobased materials	recycled content	sourcing of raw materials	material ingredient reporting	low emitting/ materials	lighting quality	acoustics
✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance.

$$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)		UL Classified Acoustics NRC	UL Classified Acoustics CAC	Total Acoustics[1]	Articulation Class	Fire Performance	Light Reflect	Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels Fog	Durability	Recycle Program	30-Yr Warranty
CIRRUS® 9/16" Beveled Tegular	29, 44, 48, 52, 56	**589_ _◆** **589HRC**	24 × 24 × 3/4" 24 × 24 × 3/4"	☐	0.70 •	35 •	BETTER	N/A	Class A	0.85* •	•	•	•	•	Std	•	•
		538	24 × 24 × 7/8"	☐	0.70 •	38 •	BETTER	N/A	Class A	0.85 •	•	•	•	•	Std	•	•
		577	24 × 24 × 3/4"	☐	0.35	35 •	N/A	N/A	Fire Guard™	0.85 •	•	•	•	•	Std	•	•
		539_ _◆ **539HRC**	24 × 48 × 3/4" 24 × 48 × 3/4"	▭	0.70 •	35 •	BETTER	N/A	Class A	0.85* •	•	Std	•	•	Std	•	•
15/16" Angled Tegular	13	**584_ _◆** **584HRC**	24 × 24 × 3/4" 24 × 24 × 3/4"	☐	0.70 •	35 •	BETTER	N/A	Class A	0.85* •	•	•	•	•	Std	•	•
		578	24 × 24 × 3/4"	☐	0.35	35 •	N/A	N/A	Fire Guard	0.85 •	•	•	•	•	Std	•	•
		534	24 × 24 × 7/8"	☐	0.70 •	38 •	BETTER	N/A	Class A	0.85 •	•	•	•	•	Std	•	•
		535_ _◆ **535HRC**	24 × 48 × 3/4" 24 × 48 × 3/4"	▭	0.70 •	35 •	BETTER	N/A	Class A	0.85* •	•	Std	•	•	Std	•	•

Red Numbers are Fire Guard items.

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

* White only

◆ Add 2-letter color suffix to item number when specifying or ordering (e.g., 839 L G).

PHYSICAL DATA

Material
Wet-formed mineral fiber

Surface Finish
Factory-applied latex paint

Fire Performance
Class A ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index of 25 or less. Smoke Developed Index of 50 or less (UL® labeled).

Fire Guard™: A fire-resistive ceiling when used in applicable UL assemblies (Class A)

ASTM E1264 Classification
Type A, Form A1.2, Pattern F; Fire Class A

Humidity/Sag Resistance
HumiGuard® Plus ceiling panels are recommended for areas subject to high humidity, up to, but not including, standing water and outdoor applications.

Design Considerations
Color ceilings are dye-lotted and should be segregated by dye lot. Do not mix. Coordinating suspension system colors are available.

Anti-Mold/Mildew
Ceiling tiles with BioBlock® performance resist the growth of mold and mildew on the tile surface.

VOC Emissions
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard™, Living Building Challenge® (LBC), CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

Acoustic Performance
CAC testing conducted using Silhouette® suspension system.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines. HRC items contain 15% or greater post-consumer recycled ceilings.

Insulation Value
R Factor – 1.9 (BTU units)
R Factor – 0.33 (Watts units)

Cleaning and Disinfecting
Cleaning and CDC recommended disinfecting options available on armstrongceilings.com/cleaning

30-Year Performance Guarantee & Warranty
When installed with Armstrong® Suspension System. Details at armstrongceilings.com/warranty

Weight; Square Feet/Carton
534, 538 – 1.38 lbs/SF; 40 SF/ctn
535, 535HRC, 539, 539HRC – 1.21 lbs/SF; 48 SF/ctn
577, 578 – 1.25 lbs/SF; 48 SF/ctn
584, 584HRC, 589, 589HRC – 1.06 lbs/SF; 48 SF/ctn

Minimum Order Quantity
1 carton

Metric Items Available
584M, 578M, 534M, 572M, 581M, 535M, 589M, 538M, 577M, 583M, 539M – Metric items are subject to extended lead times and minimum quantities. Contact your representative for more details.

MINERAL FIBER – Standard

CIRRUS® High CAC

Tegular
medium texture

USDA CERTIFIED BIOBASED PRODUCT
PRODUCT 91%

SUSTAIN® High Performance Sustainable Ceiling Systems

Declare.

LEED® | WELL™ | LBC

UP TO 73% RECYCLED CONTENT

Calculate sustainability with Ecomedes armstrongceilings.com/ecomedes

energy management · construction waste mgmt · regional materials · design for flexibility · EPD · recyclable/ extended producer resp. · biobased materials · recycled content · sourcing of raw materials · material ingredient reporting · low emitting/ materials · lighting quality · acoustics

▲ LOCATION DEPENDENT

VISUAL SELECTION

PERFORMANCE SELECTION

Dots represent high level of performance. $$$$

armstrongceilings.com/suspdwgs	Susp. Dwg.	Item No.	Dimensions (Inches)		UL Classified Acoustics NRC + CAC =	Total Acoustics[1]	Articulation Class	Fire Performance	Light Reflect	Bio-Block Anti-Mold/ Mildew	Humi-Guard+ Sag Resistant	Certified Low VOC Emissions	CleanAssure™ Disinfectable Panels Fog	Durability	Recycle Program	30-Yr Warranty
CIRRUS® High CAC 15/16" Angled Tegular	13	**572**	24 × 24 × 7/8"	☐	0.70 • 40 •	BETTER	N/A	Class A	0.85 •	•	•	•	•	Std	•	•
		581	24 × 48 × 7/8"	▭	0.70 • 40 •	BETTER	N/A	Class A	0.85 •	•	Std	•	•	Std	•	10-Yr
9/16" Beveled Tegular	29, 44, 48, 52, 56	**576**	24 × 24 × 7/8"	☐	0.70 • 40 •	BETTER	N/A	Class A	0.85 •	•	•	•	•	Std	•	•
		583	24 × 48 × 7/8"	▭	0.70 • 40 •	BETTER	N/A	Class A	0.85 •	•	Std	•	•	Std	•	10-Yr
		3/4" Thick – 15/16" Angled Tegular & 9/16" Beveled Tegular														
Made-to-Order Sizes Made-to-Order panel options have a minimum order quantity of 500 SF		Width	Length		N/A	N/A	N/A	N/A	Class A	0.85 •	•	Std	•	•	Std	•	10-Yr
		12" - 24"	24" - 48"													

3-4 WEEKS order to ship

[1] Total Acoustics® ceiling panels have an ideal combination of sound absorption and sound blocking in one product.
GOOD (NRC 0.60-0.65; CAC 35+) **BETTER** (NRC 0.70-0.75; CAC 35+) **BEST** (NRC 0.80+; CAC 35+)

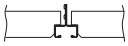
SUSPENSION SYSTEMS

15/16"



Prelude®
Prelude® XL®
Fire Guard™

9/16"



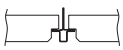
Silhouette®
1/4" Reveal



Silhouette
1/8" Reveal



Suprafine®
Suprafine® XL®
Fire Guard™



Interlude® XL® HRC

PHYSICAL DATA

Material
Wet-formed mineral fiber

Surface Finish
Factory-applied latex paint

Fire Performance
Class A ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index of 25 or less. Smoke Developed Index of 50 or less (UL® labeled).

Fire Guard™: A fire-resistive ceiling when used in applicable UL assemblies (Class A)

ASTM E1264 Classification
Type A, Form A1.2, Pattern F; Fire Class A

Humidity/Sag Resistance
HumiGuard® Plus ceiling panels are recommended for areas subject to high humidity, up to, but not including, standing water and outdoor applications.

Design Considerations
Color ceilings are dye-lotted and should be segregated by dye lot. Do not mix. Coordinating suspension system colors are available.

Anti-Mold/Mildew
Ceiling tiles with BioBlock® performance resist the growth of mold and mildew on the tile surface.

VOC Emissions
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.2, 2017. This standard is the guideline for low emissions in LEED®, WELL Building Standard™, Living Building Challenge® (LBC), CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol.

Acoustic Performance
CAC testing conducted using Silhouette® suspension system.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines. HRC items contain 15% or greater post-consumer recycled ceilings.

Insulation Value
R Factor – 1.9 (BTU units)
R Factor – 0.33 (Watts units)

Cleaning and Disinfecting
Cleaning and CDC-recommended disinfecting options available on armstrongceilings.com/cleaning

30-Year Performance Guarantee & Warranty
When installed with Armstrong® Suspension System. Details at armstrongceilings.com/warranty

Weight; Square Feet/Carton
572, 576 – 1.38 LBS/SF; 40 SF/CTN
581, 583 – 1.21 LBS/SF; 48 SF/CTN

Minimum Order Quantity
1 carton

Metric Items Available
572M, 581M, 583M – Metric items are subject to extended lead times and minimum quantities. Contact your representative for more details.

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armstrongceilings.com/cirrus

BPCS-3012-924

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Armstrong® World Industries

Technical Data Sheet

DOWSIL™ ALLGUARD Silicone Elastomeric Coating

Water-based silicone elastomer for waterproofing above-grade exterior masonry substrates

Features & Benefits

- Offers long-term waterproofing protection
- Maintains water protection properties even when exposed to sunlight, rain, snow, or temperature extremes

Composition

- One-component, pigmented, water-based silicone elastomer

Applications

- DOWSIL™ ALLGUARD Silicone Elastomeric Coating is designed to waterproof above-grade exterior masonry substrates, such as concrete block, fluted block, brick, stucco, synthetic stucco, poured concrete, precast concrete, exterior insulation finish systems (EIFS), and previously coated masonry substrates.

Typical Properties

Specification Writers: These values are not intended for use in preparing specifications.

Test[1]	Property	Unit	Result
ASTM D 2369	Solids Content	% by weight % by volume	58.6 50.1
ASTM D 1475	Specific Gravity	lb/gal (kg/L)	9.64 (1.155)
ASTM D 2196	Viscosity[2]	cps (Pa s)	37,500 (37.5)
ASTM D 1849	High Temperature Stability (no change in viscosity)	days	> 28
EPA Method 24	Volatile Organic Content[3] (VOC)	g/L (lb/gal)	< 50 (< 0.42)
	As Cured		
ASTM D 2240	Durometer Hardness, Shore A	points	38
ASTM D 412	Tensile Strength	psi (MPa)	> 145 (1.00)
ASTM D 412	Elongation	%	600
ASTM D 1653	Permeance	English perms (ng/(m^2.Pa.s))	43.2 (2480)

1. ASTM: American Society of Testing and Materials.
   EPA: Environmental Protection Agency
2. Brookfield HAV, spindle #3, 2 rpm.
3. VOC includes all approved colors (EPA method 24 or 40 CFR 59.406 data).

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DOWSIL™ ALLGUARD Silicone Elastomeric Coating
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Typical Properties (Cont.)

Test	Property	Unit	Result
ASTM D 522	Room Temperature, Flex, 1/8” mandrel		Pass
ASTM C 711	Low Temperature Flex, 1/4" mandrel		Pass
ASTM D 3274	Fungus Resistance		No growth
ASTM D 6904	Wind Driven Rain[4]		Pass
ASTM D 2243	Freeze/Thaw Resistance		No Change

4. Measured on coating system with two coats (10 mil dry film thickness) of DOWSIL™ ALLGUARD Silicone Elastomeric Coating.

Description

DOWSIL™ ALLGUARD Silicone Elastomeric Coating is a one-part, 100% water-based silicone elastomer supplied in three tint bases for pigmenting at distributor locations. The coating is typically applied in two coats. The use of DOWSIL™ ALLGUARD Primer may be necessary based on the substrate. The coating can be roller, brush, or spray applied. It cures to form a flexible membrane that is impervious to water but has the ability to “breathe,” allowing water vapor to escape from inside the substrate. Its matte finish minimizes brush and roller marks. The coating offers long-term waterproofing protection, withstanding hurricane-force, wind-driven rain; normal movement imposed by seasonal thermal contraction and expansion; ultraviolet (UV) radiation; and the elements. The coating maintains its water protection properties even when exposed to sunlight, rain, snow or temperature extremes.

Once pigmented, it is a ready-to-use material that can be applied between -6°C (20°F) and 38°C (100°F) to a clean, dry surface. The average drying time is 4 to 8 hours, depending upon temperature, humidity, and wind conditions. If the temperature drops below -6°C (20°F) after the coating is applied, the average drying time will increase. DOWSIL™ ALLGUARD Elastomeric Coating requires temperatures higher than -6°C (20°F) for a cumulative total of 24 hours to dry.

DOWSIL™ ALLGUARD Silicone Elastomeric Coating will attain full adhesion and physical properties in 7 to 14 days.

DOWSIL™ ALLGUARD Silicone Elastomeric Coating is available in more than 55 standard colors or can be custom colored to order.

How to Use

When properly applied and cured, DOWSIL™ ALLGUARD Silicone Elastomeric Coating offers a fast, easy, and effective method of keeping exterior above-grade surfaces waterproof.

Design Considerations

In many building designs, areas such as ledges and windowsills allow airborne dirt and soot to accumulate. Surfaces exposed to concentrated water run-down may appear dirty or streaky over time and the coating may become difficult to clean. In those areas, drip edges should be installed before the coating is applied to rechannel water away from the surface to protect the long-term appearance of the façade.

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How to Use (Cont.)

Design Considerations (Cont.)
The success of a drip edge is achieved by moving the runoff water away from the wall onto the drip edge, creating a non-uniform runoff.

A drip edge can be fabricated from the same material as the windowsills or from other formable composites. The drip edge can be mechanically adhered to the substrate or attached with DOWSIL™ 795 Silicone Building Sealant (see Figure 1).

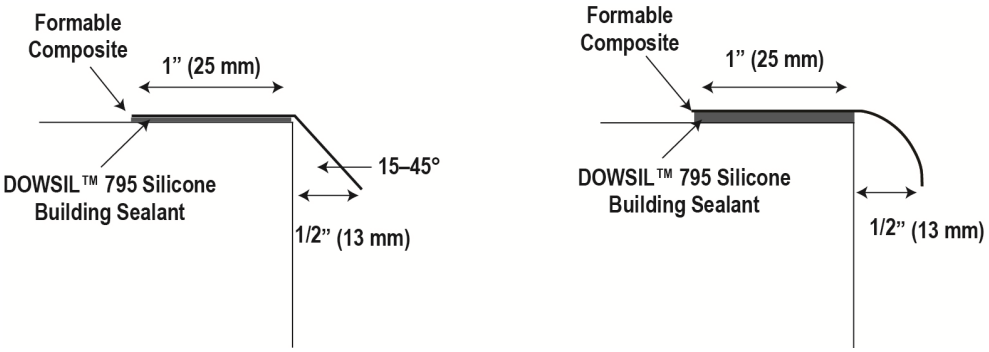


Figure 1: Drip Edge Design Consideration

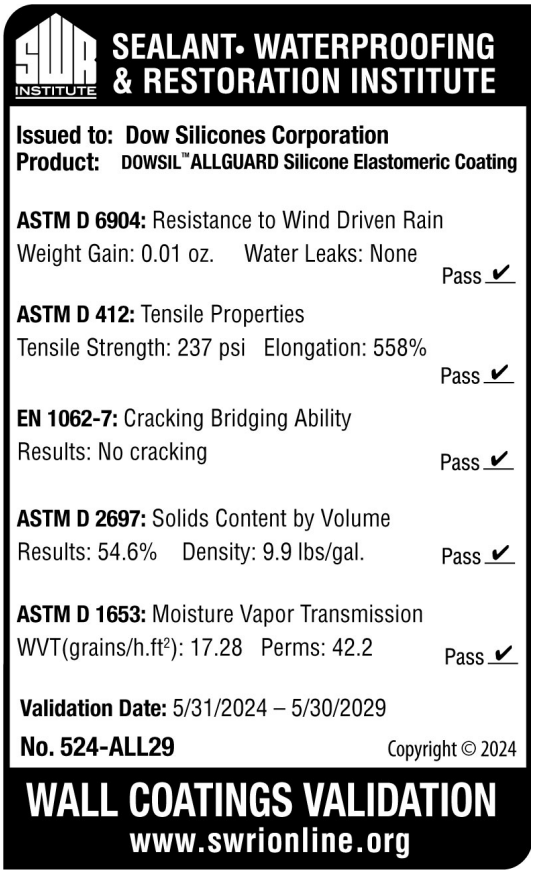
Surface Preparation
All surfaces to be coated with DOWSIL™ ALLGUARD Silicone Elastomeric Coating must be prepared as described in the most recent DOWSIL™ ALLGUARD Silicone Elastomeric Coating Application and Maintenance Guide (Form No. 62-617). The following is a short reference guide for surface preparations.

All surfaces must be clean and free of dirt, frost, dust, oil, grease, mold, fungus, efflorescence, laitance, peeling coating, chalking coating, and any other foreign material. Green concrete must be allowed to cure 28 days before application of DOWSIL™ ALLGUARD Silicone Elastomeric Coating (see "Limitations"). Pressure clean, wire brush, or grind the wall surface to remove all of the above materials. Repair any damaged concrete, stucco, block, brick, masonry, or EIFS. Repair cracks larger than 1/16" (1.6 mm) with a material that is compatible with the substrate and DOWSIL™ ALLGUARD Silicone Elastomeric Coating. DOWSIL™ 790 Silicone Building Sealant or DOWSIL™ 795 Silicone Building Sealant or DOWSIL™ 791 Silicone Weatherproofing Sealant can be used for crack repairs.

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How to Use (Cont.)



Coating

A minimum of two coats of DOWSIL™ ALLGUARD Silicone Elastomeric Coating are necessary to achieve the required 10 mil (0.25 mm) minimum dry film thickness to attain protection against through-water penetration and to qualify for a project-specific warranty.

Apply the coating in a 10 mil (0.25 mm) wet thickness (a job-specific mockup is recommended to determine actual usage). Due to DOWSIL™ ALLGUARD Silicone being 50% solids, two thick wet coats (10- to 12-mil [0.25 to 0.30 mm]) will result in the required 10-mil (0.25 mm) dry coating thickness. On occasion, a third coat may be necessary on porous or rough surfaces to achieve the minimum dry film thickness.

Apply using a ¾ to 1½" (19 to 38 mm) nap, polyester, or 50/50 polyester/wool blend roller cover, nylon bristle brush, or airless sprayer. When applying the coating with a roller, apply it in a fan pattern to achieve uniform thickness. Always finish roller applications in the same direction to reduce visual surface texture differences. When applying with an airless sprayer, follow the spray application with a back roll of material to help ensure a uniform coating and appearance.

Allow the coating to dry (typically 2 to 4 hours) before applying additional coats. Note: Do **not** thin or cut back DOWSIL™ ALLGUARD Silicone Elastomeric Coating.

After the additional coat has been applied, the average drying time is 4 to 8 hours, depending upon temperature, humidity, and wind conditions. DOWSIL™ ALLGUARD Silicone Elastomeric Coating will attain full adhesion and physical properties in 7 to 14 days.

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How to Use (Cont.)

Low Temperature Application
If temperatures drop below -6°C (20°F), the coating will freeze on the surface until the temperature increases. This will not affect the cured properties of the coating but will extend the drying time.

The coating should be dry to touch, not simply freeze between coats. Application equipment such as rollers and the tips of spraying equipment should be kept above 0°C (32°F) when not in use.

DOWSIL™ ALLGUARD Silicone Elastomeric Coating was developed to obtain good adhesion to the substrate without the need of a primer. To verify that this adhesion is sufficient, field adhesion tests must be performed as described in the DOWSIL™ ALLGUARD Silicone Elastomeric Coating Application and Maintenance Guide. If adhesion does not conform to requirements, a field adhesion test with primer should be performed. To obtain a project-specific warranty, field adhesion testing, conforming to the requirements, must be performed and documented. Surface adhesion tests on each type of substrate and each face of the structure must be field adhesion tested and acceptable per the DOWSIL™ ALLGUARD Silicone Elastomeric Coating Application and Maintenance Guide.

Maintenance
Walls should be inspected at least once a year. If coating becomes damaged, repair damaged portion to maintain weatherproofing performance. Any touch-ups or repairs to the coating can be completed by applying DOWSIL™ ALLGUARD Silicone Elastomeric Coating to the clean, dry area in accordance with the recommendations in this data sheet and the DOWSIL™ ALLGUARD Silicone Elastomeric Coating Application and Maintenance Guide.

Dow recommends routine cleaning to minimize dirt accumulation, following these guidelines:

1. Abrasive cleaners and cleaning equipment should never be used.
2. Clean using pressurized water and a basic cleaning agent such as TSP (Trisodium Phosphate)[1] or Simple Green. Water pressure should not exceed 1,500 psi (10.3 MPa) to clean the surface without removing the coating material from the wall surface. A small test patch should be done first to determine how long the cleaning agent should be left on the surface before rinsing.
3. Removal of stubborn marks may require the use of a soft bristle brush with the cleaning solution. Avoid stiff brushes that may abrade the coating.

[1]Follow solvent manufacturer's recommended safe handling instructions and applicable federal, state, and local laws.

Recoating
Dow offers a 10-year extended waterproofing performance warranty for reapplication (one 14-mil wet coat/7-mil dry coat) after the initial warranty period, subject to terms and restrictions.

Handling Precautions

PRODUCT SAFETY INFORMATION REQUIRED FOR SAFE USE IS NOT INCLUDED IN THIS DOCUMENT. BEFORE HANDLING, READ PRODUCT AND SAFETY DATA SHEETS AND CONTAINER LABELS FOR SAFE USE, PHYSICAL AND HEALTH HAZARD INFORMATION. THE SAFETY DATA SHEET IS AVAILABLE ON THE DOW WEBSITE AT DOW.COM, OR FROM YOUR DOW SALES APPLICATION ENGINEER, OR DISTRIBUTOR, OR BY CALLING DOW CUSTOMER SERVICE.

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Usable Life and Storage

Protect DOWSIL™ ALLGUARD Silicone Elastomeric Coating and DOWSIL™ ALLGUARD Primer from freezing. Store in a cool, dry place out of the weather. When properly stored in its original, unopened container above 1°C (34°F) and below 32°C (90°F), DOWSIL™ ALLGUARD Silicone Elastomeric Coating and DOWSIL™ ALLGUARD Primer have shelf lives of 9 months and 18 months, respectively, from date of manufacture. Refer to product packaging for "Use by Date."

If DOWSIL™ ALLGUARD Silicone Elastomeric Coating is stored at temperatures below -6°C (20°F) for longer than 8 hours, the coating will start to freeze. Allow the DOWSIL™ ALLGUARD Silicone Elastomeric Coating to sit at temperatures greater than 20°F for at least 8 hours or until the material thaws before application.

Packaging Information

DOWSIL™ ALLGUARD Silicone Elastomeric Coating and DOWSIL™ ALLGUARD Primer are available in 5 gal (19 L) pails (42 to 46 lb [19 to 21 kg] per pail depending on color).

Limitations

DOWSIL™ ALLGUARD Silicone Elastomeric Coating should **not** be applied:

- When there is a threat of rain within the next 24 hours or the relative humidity is in excess of 90% (because conditions would not permit complete surface drying)
- On below-grade applications
- On non-masonry substrates such as metal, wood, plastic, or asphaltic materials, or on tar-contaminated masonry
- As a decorative paint (DOWSIL™ ALLGUARD Silicone Elastomeric Coating is not warranted for aesthetics)
- On newly applied or green cementitious materials; industry guidelines recommend at least 28 days' cure before painting or coating the substrates (see SSPC, 2010 Painting Manual, Chapter 3.1. Concrete Surface Preparation)

This product is neither tested nor represented as suitable for medical or pharmaceutical uses.

Health and Environmental Information

To support customers in their product safety needs, Dow has an extensive Product Stewardship organization and a team of product safety and regulatory compliance specialists available in each area.

For further information, please see our website, **dow.com**, or consult your local Dow representative.

Disposal Considerations

Dispose in accordance with all local, state (provincial) and federal regulations. Empty containers may contain hazardous residues. This material and its container must be disposed in a safe and legal manner.

It is the user's responsibility to verify that treatment and disposal procedures comply with local, state (provincial) and federal regulations. Contact your Dow Technical Representative for more information.

Product Stewardship

Dow has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with Dow products - from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

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Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

dow.com

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NOTE: DOWSIL™ ALLGUARD Silicone Elastomeric Coating is NOT warranted for use on single-family residential dwellings.

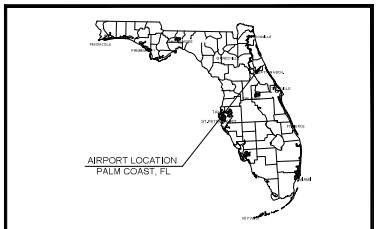
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FLAGLER EXECUTIVE AIRPORT

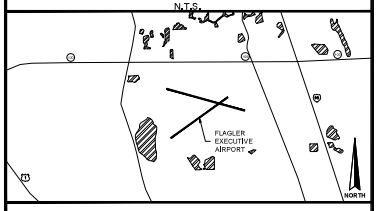
FLAGLER COUNTY, FLORIDA

BID DRAWINGS

AIR TRAFFIC CONTROL TOWER REHABILITATION



LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.



PROJECT MAP
N.T.S.

BID DRAWINGS

FAA AIP NO.	X-XX-XXXXX-XX-XX
FDOT FM NO.	XXXXXX-X-XX-XX
FLAGLER COUNTY PROJ. NO.	26-ITB-018
PROJECT NO.	**2026.355.03**
DATE	**JULY 2026**

REVISIONS

NO.	DATE	DESCRIPTION

PLANS PREPARED BY:

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5555 EAST MICHIGAN ST. SUITE 200 – ORLANDO, FLORIDA 32822
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www.avconinc.com

This item has been digitally signed and sealed by Daniel J. Nickols, Jr., P.E., on the date adjacent to the seal. Signature must be verified on any electronic copies.

JOSEPH NICKOLS JR. LICENSE No 78634 STATE OF FLORIDA PROFESSIONAL ENGINEER

Daniel Nickols JR

Where Service Soars
FLAGLER EXECUTIVE AIRPORT
FIN

GI001

SHEET NOTES

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL FIELD LOCATE, VERIFY, AND FURTHER IDENTIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (IDENTIFIED ON THE PLANS OR NOT) AFFECTING ANY COMPONENT OF WORK HEREIN PRIOR TO THE START OF ANY CONSTRUCTION. DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION.

2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO THE START OF ANY CONSTRUCTION. SPECIAL ATTENTION SHALL BE TAKEN WITH THOSE EXISTING UTILITIES, STRUCTURES OR FEATURES (IDENTIFIED ON THE PLANS OR NOT) THAT MAY POTENTIALLY CONFLICT OR CROSS PROPOSED DESIGN COMPONENTS (I.E., AIRFIELD ELECTRICAL, STORM SEWERS, SANITARY SEWERS, WATER MAINS, COMMUNICATION LINES, HIGH POWER TRANSMISSION LINES, BUILDING FOUNDATIONS, ETC) AND ANY DISCREPANCIES, CONFLICTS, OR POTENTIAL DEVIATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY CONSTRUCTION. ANY COST ASSOCIATED WITH THE LOCATION OF EXISTING UTILITIES AS OUTLINED ABOVE IS THE RESPONSIBILITY OF THE CONTRACTOR.

3. ERRORS OR OMISSIONS - DO NOT TAKE ADVANTAGE OF ANY APPARENT ERROR OR OMISSION DISCOVERED IN THE CONTRACT DOCUMENTS. BUT IMMEDIATELY NOTIFY THE ENGINEER OF SUCH DISCOVERY. THE ENGINEER WILL THEN MAKE SUCH CORRECTIONS AND INTERPRETATIONS AS NECESSARY TO REFLECT THE ACTUAL SPIRIT AND INTENT OF THE CONTRACT DOCUMENTS.

4. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES AND SHALL PROVIDE AT LEAST 48-HOURS NOTICE TO THE UTILITY COMPANIES PRIOR TO CONSTRUCTION TO OBTAIN FIELD LOCATIONS OF EXISTING UNDERGROUND UTILITIES.

5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION, AND ANY DISTURBED MONUMENTATION SHALL BE RESTORED AT CONTRACTOR'S EXPENSE BY A SURVEYOR SELECTED BY THE OWNER.

6. ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND PASS ALL TESTING OR INSPECTION REQUIREMENTS PRIOR TO ROAD BASE AND/OR SURFACE IMPROVEMENT CONSTRUCTION.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMITS AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS AND TESTING ACCORDING TO AGENCY REQUIREMENTS.

8. ALL WORK PERFORMED SHALL COMPLY WITH THE CODES, STANDARDS, REGULATIONS AND REQUIREMENTS OF THE FLAGLER COUNTY LAND DEVELOPMENT CODE AND ENGINEERING STANDARDS, THE CURRENT EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD, THE MOST RECENT EDITION OF FAA AC 150/5370-2 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION, BRIDGE AND UTILITY CONSTRUCTION, AND THE REGULATIONS AND ORDINANCES OF THE VARIOUS OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.

9. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE ENGINEER FOR APPROVAL. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION COULD RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. THE ENGINEER'S REVIEW OF THE SHOP DRAWINGS IS FOR CONFORMITY WITH THE CONTRACT DOCUMENTS AND DOES NOT INCLUDE AN IN-DEPTH CHECK FOR THE ABILITY OF THE CONTRACTOR TO PERFORM THE WORK IN A SAFE OR EFFICIENT MANNER. THE ENGINEER'S REVIEW OF THE SHOP DRAWINGS DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR DIMENSIONAL ACCURACY TO ENSURE FIELD FIT AND CONFORMITY OF THE VARIOUS COMPONENTS AND DETAILS.

10. CONTRACTOR SHALL KEEP ENGINEER ADVISED OF CONSTRUCTION SCHEDULE CHANGES SO THAT ENGINEER CAN PROVIDE CONSTRUCTION CERTIFICATIONS TO JURISDICTIONAL AGENCIES.

11. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON OR ADJACENT TO THE SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.

12. SAFETY - DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR THEIR REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

13. DURING THE COURSE OF THIS PROJECT, THE CONTRACTOR WILL BE EXPECTED TO CROSS ACTIVE AIRPORT PAVEMENT TO MAINTAIN SAFETY EQUIPMENT AND MEASURES AROUND THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERGO THE PROPER RADIO TRAINING NECESSARY TO EFFECTIVELY COMMUNICATE WITH THE AIRPORT TOWER STAFF VIA RADIO WHEN CROSSING ACTIVE PAVEMENT.

14. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT NECESSARY FOR DEWATERING. DISCHARGE WATER FROM DEWATERING SHALL BE CLEAR WITH NO VISIBLE SOIL PARTICLES. DISCHARGE WATER FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, OR CREATE PONDING. THE OPERATION SHALL NOT CAUSE ANY DAMAGE TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS. THE DEWATERING OPERATION SHALL COMPLY WITH THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. A PRE-WORK MEETING WILL BE CONDUCTED WITH THE OWNER, THE CONTRACTOR, AND THE ENGINEER PRIOR TO BEGINNING ANY SITE EXCAVATION.

15. "AS-BUILT" PLANS FOR THE PROPOSED CONSTRUCTION SHALL BE PROVIDED UPON THE COMPLETION OF CONSTRUCTION. THE CONTRACTOR SHALL FURNISH THE OWNER'S ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A FLORIDA REGISTERED PROFESSIONAL SURVEYOR, GP-90. AS-BUILT DRAWINGS SHALL BE COMPLETED ON EXISTING DRAWINGS AND ALL PROPOSED LOCATIONS AND ELEVATIONS SHALL BE UPDATED WITH AS-BUILT INFORMATION.

16. PIPE LENGTHS SHOWN ARE APPROXIMATE AND SHOULD BE ORDERED FROM FIELD STAKED QUANTITIES. PLAN PIPE LENGTHS ARE MEASURED AS DETAILED IN THE CORRESPONDING SPECIFICATIONS.

17. THESE DRAWINGS HAVE BEEN PREPARED, IN PART, BASED UPON RECORD DRAWINGS AND/OR CAD FILES FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, THOSE UTILIZING THE INFORMATION ON THESE DRAWINGS ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE USING IT FOR ANY PURPOSE.

18. ALL AREAS DISTURBED AS A RESULT OF THE CONTRACTOR'S STAGING AND CONSTRUCTION OPERATIONS SHALL BE RESTORED EQUAL TO OR BETTER THAN ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

19. ALL DIRT, DUST, STONES AND LOOSE DEBRIS SHALL BE CONTINUOUSLY REMOVED FROM ALL PAVED SURFACES DURING THIS CONTRACT.

20. ALL OF THE CONTRACTOR'S OPERATIONS SHALL REMAIN ON AIRPORT PROPERTY AT ALL TIMES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED ON ADJACENT PROPERTY.

21. THE CONTRACT DOES NOT ALLOW FOR PRICE INCREASES DUE TO ESCALATION IN COST OF UNIT BID ITEMS. THE CONTRACTOR SHALL TAKE THIS INTO CONSIDERATION WHEN PREPARING UNIT PRICES FOR BID. SEE GP-20-05.

22. FLAGLER COUNTY RESERVES THE RIGHT TO ELIMINATE ANY ITEMS OF THE CONTRACT AND PERFORM THESE ITEMS WITH COUNTY SUPPLIED FORCES AND MATERIALS IN ACCORDANCE WITH SECTION 40 OF THE GENERAL PROVISIONS.

23. ALL ELEVATIONS REFER TO NAVD 88 VERTICAL DATUM. COORDINATES REFER NAD 83 HORIZONTAL DATUM.

24. THE TOPOGRAPHIC FEATURES SHOWN HEREON WERE COMPILED FROM A FIELD SURVEY PERFORMED BY BOWMAN 01-20-2026.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL FAILED QA TESTING REGARDLESS OF THE REASON FOR FAILURE. THE CONTRACTOR SHALL ENSURE AREAS ARE PASSING OR ABLE TO PASS PRIOR TO REQUESTING QA TESTING.

26. WHEN CUTTING CORES DURING ASPHALT QC TESTING, THE CONTRACTOR SHALL MAKE ANY AND ALL NECESSARY EFFORTS TO REMOVE SAWCUT SLURRY DURING CORE DRILLING. IF SLURRY REMAINS AFTER CUTTING OPERATIONS, THE CONTRACTOR SHALL RINSE/WASH THE ASPHALT SURFACE. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR SLURRY REMOVAL OR CLEANUP. IT SHALL BE CONSIDERED A NECESSARY AND INCIDENTAL PORTION OF THE QC TESTING PROCEDURE.

27. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE ON CALL AT ALL TIMES FOR EMERGENCY MAINTENANCE OF ON AIRPORT HAZARD LIGHTING, RUNWAY CLOSURE MARKERS, AND BARRICADES.

28. PRIOR TO THE START OF CONSTRUCTION, CONTRACTOR SHALL ACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS EXISTING CONDITIONS. AFTER CONCLUDING THE OVERALL PROJECT, CONTRACTOR SHALL REACTIVATE ANY ELECTRICAL FIXTURES WITHIN THE INTENDED OVERALL PROJECT WORK AREA AND TAKE NOTE OF ITS FINAL CONDITIONS.

A1 GENERAL NOTES

ABAN. - ABANDONED
APP. - APPROXIMATE
ASP. - ASPHALT
BL - BASELINE
BLDG - BUILDING
BM - BENCHMARK
CL - CENTERLINE
CCR - CONSTANT CURRENT REGULATOR
CIP - CAST IRON PIPE
CMP - CORRUGATED METAL PIPE
CONC. - CONCRETE
CSP - CORRUGATED STEEL PIPE
D - DIAMETER
E - EASTING
ELL - ELBOW / ARM
ELEV. - ELEVATION
FND. - FOUNDATION
HP - HIGH POINT
INV. - INVERT
JCP - JUNCTION CAN PLAZA
LT - LEFT
LP - LOW POINT
MAX. - MAXIMUM
MES - MITERED END SECTION
M.E.G. - MEET EXISTING GRADE
MIN. - MINIMUM
N - NORTHING
NA - NOT ACCEPTABLE
NFPA - NATIONAL FIRE PROTECTION ASSOCIATION
OFA - OBJECT FREE AREA
O.C. - ON CENTER
PVMT - PAVEMENT
PC - POINT OF CURVATURE
PCC - PORTLAND CEMENT CONCRETE PAVEMENT
PI - POINT OF INTERSECTION
PL - PROPERTY LINE
PVI - POINT OF VERTICAL INTERSECTION
PVC - POLYVINYL CHLORIDE PIPE
PET - CROSSLINKED POLYETHYLENE PRESSURE TUBING
PVT - POINT OF TANGENCY (VERTICAL CURVE)
R - RADIUS
RCP - REINFORCED CONCRETE PIPE
RGS - RIGID GALVANIZED STEEL
ROFA - RUNWAY OBJECT FREE AREA
RSA - RUNWAY SAFETY AREA
ROW - RIGHT OF WAY
RPZ - RUNWAY PROTECTION ZONE
RT - RIGHT
RWY - RUNWAY
SHDR - SHOULDER
SCPP - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE
ABAN. - STATION
TLOFA - TAXILANE OBJECT FREE AREA
TOFA - TAXIWAY OBJECT FREE AREA
TSA - TAXIWAY SAFETY AREA
TWY - TAXIWAY
TYP. - TYPICAL
UG - UNDERGROUND

C4 ABBREVIATIONS

SHEET INDEX

SHEET NO.	SHEET REFERENCE	TITLE
1	G001	COVER SHEET
2	G002	GENERAL NOTES, ABBREVIATIONS & SHEET INDEX
3	GC101	GENERAL PLAN & CONSTRUCTION SAFETY AND PHASING PLAN
4	GC102	CIVIL/SITE IMPROVEMENTS PLAN
5	GC501	CONSTRUCTION SAFETY AND PHASING NOTES & DETAILS

B4 SHEET INDEX

FLAGLER EXECUTIVE AIRPORT (FIN)

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ENGINEERS & PLANNERS
6868 S. ORANGE AVE., SUITE 200 • ORLANDO, FL 32809-2779
OFFICE: (407) 896-4721 • FAX: (407) 896-7133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 6907
www.avconinc.com

This item has been digitally signed and sealed by Daniel J. Nichols, Jr., P.E., on the date adjacent to the seal. Signature must be verified on any electronic copies.

Daniel Nichols, P.E. No. 78634

AIR TRAFFIC CONTROL TOWER REHABILITATION

FLAGLER EXECUTIVE AIRPORT (FIN) FLAGLER COUNTY, FLORIDA

GENERAL NOTES, ABBREVIATIONS & SHEET INDEX

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	DJN
DRAWN BY:	AMC
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	JULY 2026
FDOT FM NO.	XXXXXX-1
FAA AIP NO.	3-12-00XX-XXX-XXXX
FLAGLER COUNTY ITB NO.	26-ITB-018
AVCON PROJECT NO.	2026.355.03
CADD:	2026.355.03_GI SERIES

DRAWING
GI002

THIS SHEET SHALL BE PRINTED IN COLOR. SHEETS NOT PRINTED IN COLOR ARE INVALID

BID DOCUMENTS

XREFS: 2026.355.03_Title Block_2026.355.03_Signature
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AIR TRAFFIC CONTROL TOWER REHABILITATION WORK AREA

CONTRACTOR STAGING, STORAGE, STOCKPILE, AND MATERIAL LAYDOWN AREA

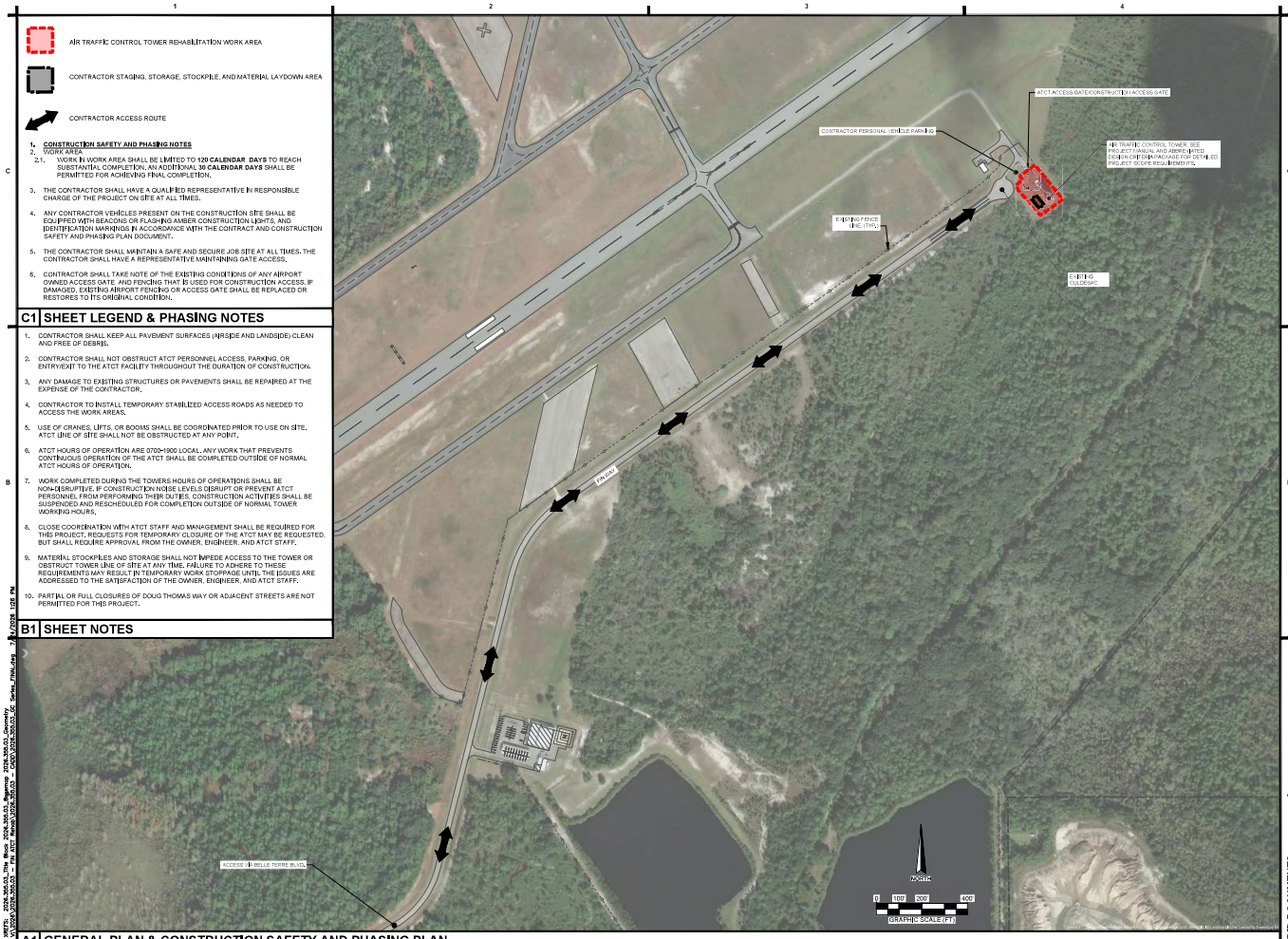
CONTRACTOR ACCESS ROUTE

1. **CONSTRUCTION SAFETY AND PHASING NOTES**
2. WORK AREA
   2.1. WORK IN WORK AREA SHALL BE LIMITED TO **120 CALENDAR DAYS** TO REACH SUBSTANTIAL COMPLETION. AN ADDITIONAL **30 CALENDAR DAYS** SHALL BE PERMITTED FOR ACHIEVING FINAL COMPLETION.
3. THE CONTRACTOR SHALL HAVE A QUALIFIED REPRESENTATIVE IN RESPONSIBLE CHARGE OF THE PROJECT ON SITE AT ALL TIMES.
4. ANY CONTRACTOR VEHICLES PRESENT ON THE CONSTRUCTION SITE SHALL BE EQUIPPED WITH BEACONS OR FLASHING AMBER CONSTRUCTION LIGHTS, AND IDENTIFICATION MARKINGS IN ACCORDANCE WITH THE CONTRACT AND CONSTRUCTION SAFETY AND PHASING PLAN DOCUMENT.
5. THE CONTRACTOR SHALL MAINTAIN A SAFE AND SECURE JOB SITE AT ALL TIMES. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE MAINTAINING GATE ACCESS.
6. CONTRACTOR SHALL TAKE NOTE OF THE EXISTING CONDITIONS OF ANY AIRPORT OWNED ACCESS GATE AND FENCING THAT IS USED FOR CONSTRUCTION ACCESS. IF DAMAGED, EXISTING AIRPORT FENCING OR ACCESS GATE SHALL BE REPLACED OR RESTORES TO ITS ORIGINAL CONDITION.

C1 SHEET LEGEND & PHASING NOTES

1. CONTRACTOR SHALL KEEP ALL PAVEMENT SURFACES (AIRSIDE AND LANDSIDE) CLEAN AND FREE OF DEBRIS.
2. CONTRACTOR SHALL NOT OBSTRUCT ATCT PERSONNEL ACCESS, PARKING, OR ENTRY/EXIT TO THE ATCT FACILITY THROUGHOUT THE DURATION OF CONSTRUCTION.
3. ANY DAMAGE TO EXISTING STRUCTURES OR PAVEMENTS SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
4. CONTRACTOR TO INSTALL TEMPORARY STABILIZED ACCESS ROADS AS NEEDED TO ACCESS THE WORK AREAS.
5. USE OF CRANES, LIFTS, OR BOOMS SHALL BE COORDINATED PRIOR TO USE ON SITE. ATCT LINE OF SITE SHALL NOT BE OBSTRUCTED AT ANY POINT.
6. ATCT HOURS OF OPERATION ARE 0700-1900 LOCAL. ANY WORK THAT PREVENTS CONTINUOUS OPERATION OF THE ATCT SHALL BE COMPLETED OUTSIDE OF NORMAL ATCT HOURS OF OPERATION.
7. WORK COMPLETED DURING THE TOWERS HOURS OF OPERATIONS SHALL BE NON-DISRUPTIVE. IF CONSTRUCTION NOISE LEVELS DISRUPT OR PREVENT ATCT PERSONNEL FROM PERFORMING THEIR DUTIES, CONSTRUCTION ACTIVITIES SHALL BE SUSPENDED AND RESCHEDULED FOR COMPLETION OUTSIDE OF NORMAL TOWER WORKING HOURS.
8. CLOSE COORDINATION WITH ATCT STAFF AND MANAGEMENT SHALL BE REQUIRED FOR THIS PROJECT. REQUESTS FOR TEMPORARY CLOSURE OF THE ATCT MAY BE REQUESTED, BUT SHALL REQUIRE APPROVAL FROM THE OWNER, ENGINEER, AND ATCT STAFF.
9. MATERIAL STOCKPILES AND STORAGE SHALL NOT IMPEDE ACCESS TO THE TOWER OR OBSTRUCT TOWER LINE OF SITE AT ANY TIME. FAILURE TO ADHERE TO THESE REQUIREMENTS MAY RESULT IN TEMPORARY WORK STOPPAGE UNTIL THE ISSUES ARE ADDRESSED TO THE SATISFACTION OF THE OWNER, ENGINEER, AND ATCT STAFF.
10. PARTIAL OR FULL CLOSURES OF DOUG THOMAS WAY OR ADJACENT STREETS ARE NOT PERMITTED FOR THIS PROJECT.

B1 SHEET NOTES



A1 GENERAL PLAN & CONSTRUCTION SAFETY AND PHASING PLAN

FLAGLER EXECUTIVE AIRPORT (FIN)

AVCON, INC.
ENGINEERS & PLANNERS

6868 E. MICHIGAN ST., SUITE 200 • ORLANDO, FL 32822-2779
OFFICE: (407) 896-4122 • FAX: (407) 896-7133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5957
www.avconinc.com

This item has been digitally signed and sealed by Daniel J. Nichols, Jr., P.E., on the date adjacent to the seal. Signature must be verified on any electronic copies.

JOSEPH NICHOLS — LICENSED — No 78634 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

Daniel Nichols, P.E.

AIR TRAFFIC CONTROL TOWER REHABILITATION

FLAGLER EXECUTIVE AIRPORT (FIN) FLAGLER COUNTY, FLORIDA

GENERAL PLAN & CONSTRUCTION SAFETY AND PHASING PLAN

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SCALE (US SVY FT): GRAPHIC

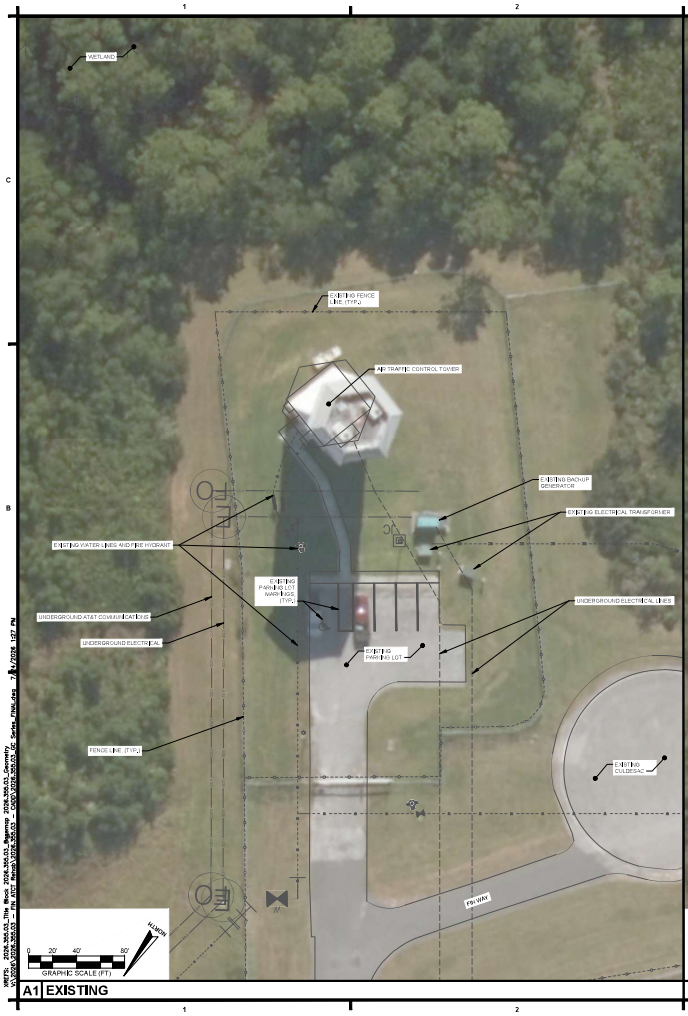
REVISIONS:

NO.	DATE	BY	DESCRIPTION

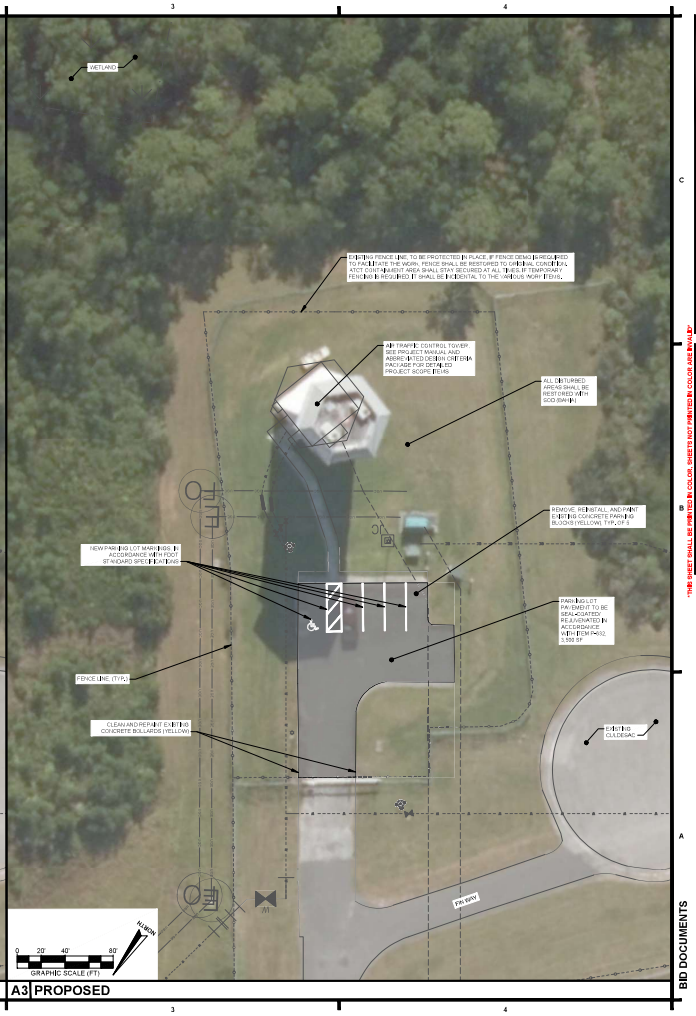
DESIGNED BY:	DJN
DRAWN BY:	AMC
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	JULY 2026
FDOT FM NO.	XXXXXX-1
FAA AIP NO.	3-12-00XX-XXX-XXXX
FLAGLER COUNTY ITB NO.	26-ITB-018
AVCON PROJECT NO.	2026.355.03
CADD:	2026.355.03_GC SERIES_FINAL

BID DOCUMENTS

DRAWING
GC101



A1 EXISTING



A3 PROPOSED

FLAGLER EXECUTIVE AIRPORT

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
OFFICE: (407) 896-1733 • FAX: (407) 896-1733
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 6957
www.avconinc.com

This item has been digitally signed and sealed by Daniel J. Nichols, Jr., P.E., on the date adjacent to the seal. Signature must be verified on any electronic copies.

JOSEPH NICHOLS LICENSE No 78634 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER

Daniel Nichols

AIR TRAFFIC CONTROL TOWER REHABILITATION

FLAGLER EXECUTIVE AIRPORT (FIN) FLAGLER COUNTY, FLORIDA

CIVIL/SITE IMPROVEMENTS PLAN

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	DJN
DRAWN BY:	AMC
CHECKED BY:	DJN
APPROVED BY:	DJN
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FDOT FM NO.	XXXXXX-1
FAA AIP NO.	3-12-00XX-XXX-XXXX
FLAGLER COUNTY ITB NO.	26-ITB-018
AVCON PROJECT NO.	2026.355.03
CADD:	2026.355.03_GC SERIES_FINAL

BID DOCUMENTS

DRAWING
GC102

SHEET NOTES:

1. IF REQUESTED, AUTOCAD FILES MAY BE PROVIDED TO THE CONTRACTOR FOR ASSISTANCE WITH LAYOUT AND PROJECT STAKING, HOWEVER, THE AUTOCAD FILES SHALL BE USED FOR REFERENCE ONLY.
2. CONTRACTOR SHALL VERIFY EXISTING BENCHMARK INFORMATION PRIOR TO LAYOUT AND STAKING IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN DOCUMENTATION THAT SURVEY CONTROL WAS ESTABLISHED IN ACCORDANCE WITH THE PLANS AND DETAILS PRIOR TO LAYOUT AND STAKING OF PROPOSED WORK.

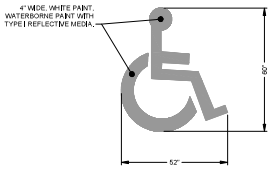
MARKING NOTES:

3. PRIOR TO APPLICATION OF PAINT MARKINGS, THE CONTRACTOR LAYOUT SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.
4. ANY MARKINGS OBSCURED BY CONSTRUCTION OPERATIONS OUTSIDE OF THE SCOPE OF WORK SHALL BE RESTORED BY THE CONTRACTOR. IF ANY EXISTING MARKINGS ARE DISTURBED OUTSIDE OF THE SCOPE OF WORK THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL MARKING COST.
5. PRIOR TO THE APPLICATION OF PAINT THE CONTRACTOR SHALL SWEEP THE PAVEMENT AND REMOVE ANY ASPHALT SCABS BEFORE PROCEEDING WITH THE MARKING LAYOUT.

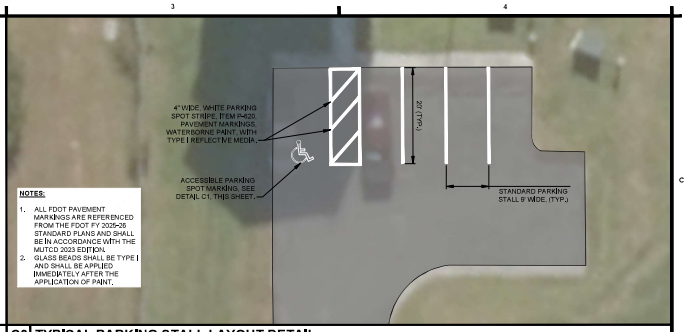
C1 SHEET NOTES

NOTES:

1. ALL FDOT PAVEMENT MARKINGS ARE REFERENCED FROM THE FDOT FY 2025-26 STANDARD PLANS AND SHALL BE IN ACCORDANCE WITH THE MUTCD 2023 EDITION.
2. GLASS BEADS SHALL BE TYPE I AND SHALL BE APPLIED IMMEDIATELY AFTER THE APPLICATION OF PAINT.



C2 ACCESSIBILITY PARKING STALL MARKING



C3 TYPICAL PARKING STALL LAYOUT DETAIL

GENERAL NOTES

1. ALL VEHICLES IN THE CONSTRUCTION AREA MUST BE EQUIPPED WITH AN ORANGE AND WHITE CHECKERED FLAG ON THE HIGHEST POINT OR A FLASHING/ROTATING AMBER CONSTRUCTION BEACON.
2. ACCESS TO THIS PROJECT REQUIRES USE OF EXISTING CITY AND AIRPORT ROADS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL ACCESS SURFACES REMAIN CLEAN AND CLEAR OF DIRT AND DEBRIS AT ALL TIMES.
3. ADDITIONALLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE INFLICTED UPON THE ACCESS ROUTES OVER THE DURATION OF THE PROJECT. THE ENGINEER/OWNER SHALL DOCUMENT THE EXISTING CONDITION AND POST-CONDITION OF ALL ACCESS ROUTES. ANY MEASURABLE DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
4. THE CONTRACTOR SHALL CONDUCT ALL WORK IN ACCORDANCE WITH FAA ADVISORY CIRCULAR AC 150/5370-2, LATEST EDITION.
5. THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR CONTACT INFORMATION OF KEY AIRPORT PERSONNEL.
6. THE BARRICADES INDICATED ON THE PLAN REPRESENT THE TRAFFIC CONTROL REQUIRED DURING CONSTRUCTION. IN THE EVENT THAT MORE TRAFFIC CONTROL IS REQUIRED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE NUMBER AND LOCATION OF BARRICADES REQUIRED TO KEEP THE ACTIVE WORK AREA PROTECTED.
7. THE CONTRACTOR IS REQUIRED TO SUBMIT A SAFETY PLAN COMPLIANCE CERTIFICATION (SPCC). THIS DOCUMENT CERTIFIES THAT THE CONTRACTOR HAS READ AND UNDERSTANDS THE SAFETY AND PHASING REQUIREMENTS OF THE PROJECT. ADDITIONALLY THE CONTRACTOR AGREES TO FOLLOW THE RULES AND REQUIREMENTS OF THIS SAFETY AND PHASING PLAN, THE CONTRACT DOCUMENTS AND THE REQUIREMENTS OF FAA ADVISORY CIRCULAR 150/5370-2, LATEST EDITION. A NOTICE TO PROCEED (NTP) WILL NOT BE ISSUED UNTIL THE SPCC IS SUBMITTED.
8. NO BADGING IS REQUIRED FOR THIS PROJECT/AIRPORT, HOWEVER THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE OWNER FOR ACCESS THROUGH THE AUTOMATED GATES.
9. THE CONTRACTOR SHALL HAVE A REPRESENTATIVE ON SITE AT ALL TIMES WHILE WORK IS BEING COMPLETED.
10. ATCT ACCESS GATE SHALL REMAIN CLOSED AND SECURED AT ALL TIMES. UNLESS A GATE GUARD IS PROVIDED TO ENSURE ONLY AUTHORIZED ACCESS IS GRANTED THROUGH THE GATE.
11. ANY CONTRACTOR VEHICLES PRESENT ON THE CONSTRUCTION SITE WILL BE REQUIRED TO HAVE THEIR VEHICLES EQUIPPED WITH THE APPROPRIATE VEHICLE LIGHTING, AND VEHICLE IDENTIFYING MARKING IN ACCORDANCE WITH THE CONTRACT AND CONSTRUCTION SAFETY AND PHASING PLAN DOCUMENT.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A SAFE AND SECURE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SITE ACCESS AND PROPER SECURITY OF CONSTRUCTION ACCESS GATES.

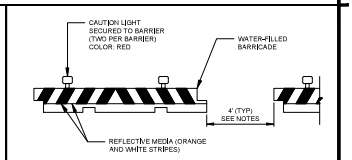
INSPECTION REQUIREMENTS

1. AT THE END OF EACH DAY, THE CONSTRUCTION AREA SHALL BE INSPECTED FOR ANY FOREIGN OBJECT DEBRIS (FOD) ON A AIRFIELD OR NON AIRFIELD PAVEMENTS AND FOR ANY EXCESS CONSTRUCTION MATERIALS.
2. AFTER ALL WORK HAS BEEN COMPLETED FOR THE DAY AND PRIOR TO DEPARTING THE PROJECT AREA, THE CONTRACTOR OR THEIR SUPERINTENDENT SHALL SEE THAT:
   - 2.1. ALL TOOLS, EQUIPMENT AND CONSTRUCTION MATERIALS HAVE BEEN REMOVED AND PROPERLY STORED AT THE STAGING AREA.
   - 2.2. OPEN TRENCHES, EXCAVATIONS AND STOCKPILED MATERIAL AT THE CONSTRUCTION SITE SHALL BE PROMINENTLY MARKED WITH LIGHTS DURING HOURS OF DARKNESS.

SAFETY REQUIREMENTS

1. THE CONTRACTOR OR THEIR PROJECT REPRESENTATIVE SHALL NOTIFY THE AIRPORT REPRESENTATIVE PRIOR TO STARTING WORK EACH DAY AND WHEN WORK HAS BEEN COMPLETED FOR THE DAY. IT SHALL ALSO BE THE CONTRACTOR OR THEIR REPRESENTATIVE'S RESPONSIBILITY TO MAKE A THOROUGH CHECK OF THE WORK AREAS, TO SEE THAT ALL EQUIPMENT HAS BEEN RETURNED AND PARKED IN THE PARKING AREAS DESIGNATED BY THE ENGINEER.
3. EQUIPMENT NOT IN OPERATION SHALL BE KEPT IN THE STAGING AREA. PERSONNEL SHALL NOT ENTER OR OPERATE EQUIPMENT WITHIN ACTIVE OPERATIONAL AREAS OF THE AIRPORT WITHOUT SPECIFIC PERMISSION FROM THE OFFICE OF THE AIRPORT REPRESENTATIVE.
4. ALL CONSTRUCTION EQUIPMENT AND VEHICLES WILL BE REQUIRED TO HAVE A FLAG ON STAFF OR A YELLOW/AMBER LENS ROTATING/FLASHING LIGHT MOUNTED ON THE ROOF OR SO ATTACHED TO THE VEHICLE THAT THE FLAG OR LIGHT WILL BE READILY VISIBLE. THE FLAG SHOULD BE NO LESS THAN 3 FEET SQUARE CONSISTING OF A CHECKERED PATTERN OF INTERNATIONAL ORANGE AND WHITE SQUARES OF NOT LESS THAN ONE FOOT ON EACH SIDE. THE CONTRACTOR SHALL HAVE A SUFFICIENT NUMBER OF FLAGS AND STAFFS TO PROVIDE FOR ALL VEHICLE AND EQUIPMENT NEEDS.
5. UNAUTHORIZED ENTRANCE OF CONTRACTOR EMPLOYEES AND EQUIPMENT INTO AN A/R OPERATIONS AREA WILL BE CAUSE FOR IMMEDIATE ACTION AS PROVIDED FOR IN GENERAL PROVISIONS SUBSECTION TITLED CHARACTER OF WORKERS METHODS AND EQUIPMENT OF SECTION 80.

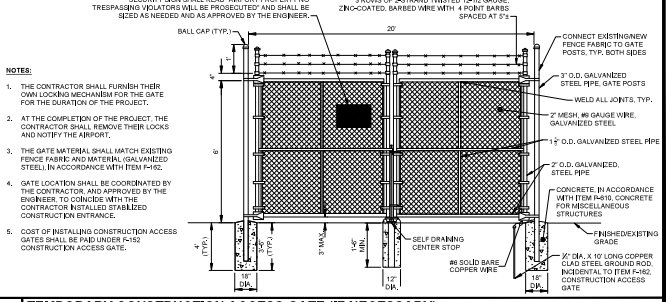
A1 CONSTRUCTION SAFETY AND PHASING NOTES



NOTES:

1. LOW PROFILE BARRICADES SHALL BE SUFFICIENTLY WEIGHTED TO PRECLUDE MOVEMENT FROM PROP BLAST.
2. FLAT, DIRECTIONAL WARNING LIGHTS SHALL NOT BE ACCEPTABLE.
3. EXACT LOCATIONS SHALL BE DETERMINED DURING CONSTRUCTION BY THE ENGINEER.
4. BARRICADES SHALL BE WATER-FILLED OR WEIGHED IN A WAY TO PREVENT MOVEMENT DUE TO WIND, JET BLAST, OR PROP WASH.
5. PLACEMENT, MAINTENANCE, AND REMOVAL OF BARRICADES SHALL NOT BE PAID SEPARATELY AND SHALL BE INCIDENTAL TO ITEM G-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE.
6. PRIOR TO THE RE-OPENING OF AIRFIELD PAVEMENTS, THE PAVEMENT UNDERNEATH THE BARRICADES SHALL BE SWEPT AND FREE OF DEBRIS.

C3 LOW PROFILE BARRICADE DETAIL



A3 TEMPORARY CONSTRUCTION ACCESS GATE (IF NECESSARY)

FLAGLER EXECUTIVE AIRPORT (FIN)

AVCON, INC.
ENGINEERS & PLANNERS
8666 E. MICHIGAN ST., SUITE 200 • ORLANDO, FL 32822-2779
OFFICE: (407) 896-4122 • FAX: (407) 896-7133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5357
www.avconinc.com

This item has been digitally signed and sealed by Daniel J. Nichols, Jr., P.E., on the date adjacent to the seal. Signature must be verified on any electronic copies.

JOSEPH NICHOLS LICENSE No. 78634 STATE OF FLORIDA PROFESSIONAL ENGINEER

Daniel Nichols, P.E.

AIR TRAFFIC CONTROL TOWER REHABILITATION

FLAGLER EXECUTIVE AIRPORT (FIN) FLAGLER COUNTY, FLORIDA

CONSTRUCTION SAFETY AND PHASING NOTES & DETAILS

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SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	DJN
DRAWN BY:	GT
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	JULY 2026
FDOT FM NO.	XXXXXX-1
FAA AIP NO.	3-12-00XX-XXX-XXXX
FLAGLER COUNTY ITB NO.	26-ITB-018
AVCON PROJECT NO.	2026.355.03
CADD:	2026.355.03_GC SERIES_FINAL

BID DOCUMENTS

DRAWING
GC501

Office of Procurement and Contracts
1769 E. Moody Blvd, Bldg 2
Bunnell, FL 32110

FLAGLER COUNTY FLORIDA

www.flaglercounty.gov
Phone: (386) 313-4008
Fax: (386) 313-4108

Addendum No.: 1
Solicitation No.: 26-ITB-018
Solicitation: Air Traffic Control Tower Rehabilitation
Addendum Date: August 3, 2026
Procurement Contact: Shannon Burnett

This addendum is issued to provide all prospective bidders/offerors with information on questions, clarifications, and revisions made to the solicitation. **This addendum is hereby incorporated in and made a part of 26-ITB-018.**

Overview

Attachments:

Added:

Attachment H- Pre-Bid Meeting Minutes

Attachment I- Pre-Bid Sign In Sheet

Attachment J- Original 2008 ATCT Design Plans _ FOR REFERENCE ONLY

Section 1 Advertisement:

Changed From: Bidders shall be prequalified by the Florida Department of Transportation (FDOT) in order to be eligible to bid. All prequalified Contractors submitting a bid must include with their bid proposal a copy of their FDOT Certificate of Qualification.

Changed to: ~~Bidders shall be prequalified by the Florida Department of Transportation (FDOT) in order to be eligible to bid. All prequalified Contractors submitting a bid must include with their bid proposal a copy of their FDOT Certificate of Qualification.~~

NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in ITB.

Andy Dance District 1 | **Greg Hansen** District 2 | **Kim Carney** District 3 | **Leanne Pennington** District 4 | **Pam Richardson** District 5

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

All questions, clarifications, and inquiries relating to this solicitation, should be posted in OpenGov in the "Questions" space provided. If you require assistance with navigating OpenGov, contact the Office of Procurement and Contracts at purchasing@flaglercounty.gov

It is the bidder/proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this solicitation. Lack of understanding and misinterpretation of any portions of this solicitation shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

END OF ADDENDUM NO. 1

County of Flagler
Financial Services
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110

[SABOUNGI CONSTRUCTION, INC.] RESPONSE DOCUMENT REPORT

ITB No. 26-ITB-018

Air Traffic Control Tower Rehabilitation

RESPONSE DEADLINE: August 14, 2026 at 10:00 am

Report Generated: Friday, August 14, 2026

Saboungi Construction, Inc. Response

CONTACT INFORMATION

Company:
Saboungi Construction, Inc.

Email:
estimating@saboungiconstruction.com

Contact:
Hassan Saboungi

Address:
290A North U.S. Highway 1
Ormond Beach, FL 32174

Phone:
(386) 672-2077

Website:
saboungiconstruction.com

Submission Date:
Aug 14, 2026 9:43 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 12, 2026 2:25 PM by Saboungi Construction

QUESTIONNAIRE

1. Bidders Checklist*

Please download the below documents, complete, and upload.

- Bidders_Check_List.pdf

Bidders_Check_List.pdf

2. Bid Bond

BID BOND*
Please download the below documents, complete, and upload.

- Bid_Bond_Form.pdf

Completed_Bid_Bond.pdf

3. Forms/Documentation

BID SUBMITTAL FORM*
Please download the below documents, complete, and upload.

- Bid_Form.pdf

Bid_Form.pdf

AFFIDAVIT OF NON-COLLUSION*
Please download the below documents, complete, and upload.

- AFFIDAVIT_OF_NON-COLLUSION_...

Affidavit_of_Non-Collusion.pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*
Download the attached form, complete, and upload completed form.

- Anti-Human_Trafficking_Affi...

Anti-Human_Trafficking_Laws.pdf

CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT*
Please download the below documents, complete, and upload.

- CERTIFICATION_OF_COMPLIANCE...

Trench_Safety_Act.pdf

DRUG-FREE WORKPLACE*
Please download the below documents, complete, and upload.

- DRUG_FREE_WORKPLACE_CERTIFI...

Drug_Free_Workplace_Certificate.pdf

E-VERIFY ACKNOWLEDGEMENT*
Please download the below documents, complete, and upload.

- E-Verify_Acknowledgement_.pdf

E-Verify.pdf

LIST OF PROPOSED SUBCONTRACTORS

Please download the below documents, complete, and upload.

- LIST_OF_PROPOSED_SUBCONTRAC...

LIST_OF_PROPOSED_SU.pdf

SWORN STATEMENT PURSUANT TO SECTION 287.133 FS PUBLIC ENTITY CRIMES*
Please download the below documents, complete, and upload.

- SWORN_STATEMENT_PURSUANT_TO...

Sworn_Statement.pdf

W-9*
Please attach current W-9 Form

Updated_Saboungi_Construction_W9.pdf

VENDOR INFORMATION FORM*
Please download the below documents, complete, and upload.

- VENDOR_INFORMATION_.pdf

Vendor_Information.pdf

PROOF OF INSURANCE *
Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

COI.pdf

4. Acknowlegements

REGISTRATION ON SAM.GOV*
For any federally funded project, bidder agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

PLEASE PROVIDE YOUR UEI#*
CTJ8H17WBJV6

REGISTRATION ON SUNBIZ.ORG*
Yes

PLEASE PROVIDE YOUR SUNBIZ.ORG DOCUMENT NUMBER*
F86301

PLEASE UPLOAD YOUR SUNBIZ.ORG CERTIFICATE.*
State_of_Florida_Department_of_State_Certificate_of_Status.pdf

PRICE TABLES

BID SCHEDULE A - STRUCTURAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	--	GENERAL REQUIREMENTS	1	LS	$58,300.00	$58,300.00

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
2	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$38,720.00	$38,720.00
3	--	REPAIR, PATCH, OR RESTORE EXISTING ATCT CONCRETE WALLS	1	LS	$8,800.00	$8,800.00
4	--	REMOVE AND REPLACE WITH NEW, ATCT TOWER CAB CATWALK WITH NEW ALUMINUM BEAMS, STRUCTURAL GRATING, AND GUARDRAILS	1	LS	$187,000.00	$187,000.00
5	--	CLEAN, REMOVE CORROSION, AND INSPECT ATCT CAB/CATWALK STRUCTURAL STEEL	1	LS	$22,000.00	$22,000.00
6	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$3,300.00	$3,300.00
TOTAL						**$318,120.00**

BID SCHEDULE A - STRUCTURAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
7	--	ATCT CAB/CATWALK STRUCTURAL STEEL REPLACEMENT ALLOWANCE	1	ALLOW	$75,000.00	$75,000.00
TOTAL						**$75,000.00**

BID SCHEDULE B - ARCHITECTURAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
8	--	GENERAL REQUIREMENTS	1	LS	$53,900.00	$53,900.00

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
9	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$27,500.00	$27,500.00
10	--	REMOVE AND REPLACE EXISTING ROOF SYSTEM INCLUDING INSULATION AND DRAINS	1	LS	$35,200.00	$35,200.00
11	--	REMOVE AND REPLACE WITH NEW, LIGHTNING PROTECTION SYSTEM	1	LS	$33,000.00	$33,000.00
12	--	REMOVE AND REPLACE METAL WALL PANEL SYSTEM AND COPING CAP	1	LS	$15,070.00	$15,070.00
13	--	REMOVE AND REPLACE ROOF HATCH AND LADDER	1	LS	$4,950.00	$4,950.00
14	--	REMOVE AND REPLACE HVAC CURBS	1	LS	$5,500.00	$5,500.00
15	--	REMOVE AND REPLACE WINDOW SEALANT ON WINDOWS IN EXTERIOR CONCRETE WALL PANELS	1	LS	$8,800.00	$8,800.00
16	--	REPAIR WINDOWS ON THE TOP FLOOR OF THE ATCT	1	LS	$13,200.00	$13,200.00
17	--	REMOAVE AND REPLACE JOINT SEALANT & REPAINT ATCT EXTERIOR WALLS	1	LS	$44,000.00	$44,000.00
18	--	ATCT INTERIOR REPAIRS AND REHABILITATION	1	LS	$19,800.00	$19,800.00
19	--	REMOVE AND REPLACE CATWALK ACCESS DOOR	1	LS	$1,100.00	$1,100.00
20	--	REMOVE AND REPLACE EXTERIOR HOLLOW METAL DOOR AND DOOR HARDWARE	1	LS	$2,200.00	$2,200.00
21	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$3,300.00	$3,300.00

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL						**$267,520.00**

BID SCHEDULE B - ARCHITECTURAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
22	--	UNFORESEEN ARCHITECTURAL REPAIRS ALLOWANCE	1	ALLOW	$15,000.00	$15,000.00
TOTAL						**$15,000.00**

BID SCHEDULE C - MECHANICAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
23	--	GENERAL REQUIREMENTS	1	LS	$9,097.00	$9,097.00
24	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$14,190.00	$14,190.00
25	--	REMOVE AND REPLACE 1-TON MINI SPLIT AHU AND CU	1	LS	$6,600.00	$6,600.00
26	--	REMOVE AND REPLACE ALL PTAC UNITS	1	LS	$30,800.00	$30,800.00
27	--	REMOVE AND REPLACE ROOFTOP RTU'S	1	LS	$36,300.00	$36,300.00
28	--	REMOVE AND REPLACE TOWER CAB ACOUSTIC TILES & AIR TERMINAL DEVICES	1	LS	$16,500.00	$16,500.00
29	--	REROUTE CONDESATE DRAIN LINES DOWN BUILDING EXTERIOR THROUGH ATCT CATWALK	1	LS	$11,000.00	$11,000.00

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
30	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$2,750.00	$2,750.00
TOTAL						**$127,237.00**

BID SCHEDULE C - MECHANICAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
31	--	UNFORESEEN MECHANICAL REPAIRS ALLOWANCE	1	ALLOW	$15,000.00	$15,000.00
TOTAL						**$15,000.00**

BID SCHEDULE D - ELECTRICAL REPAIRS AND REPLACEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
32	--	GENERAL REQUIREMENTS	1	LS	$16,940.00	$16,940.00
33	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$10,340.00	$10,340.00
34	--	PERFORM FUNCTION TESTING OF BACKUP GENERATOR AND PROVIDE REPORT	1	LS	$4,400.00	$4,400.00
35	--	REFEED ALL EXISTING OR PROPOSED MECHANICAL UNITS	1	LS	$13,200.00	$13,200.00
36	--	REMOVE AND REPLACE TWO (2) BUILDING EXTERIOR LIGHTS WITH LED LIGHTS	1	LS	$2,200.00	$2,200.00
37	--	INSTALL NEW LED ATCT BUILDING UPLIGHTING	1	LS	$6,600.00	$6,600.00

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
38	--	REMOVE AND REPLACE ALL BUILDING INTERIOR LIGHT FIXTURES WITH LED EQUIVALENT	1	LS	$33,000.00	$33,000.00
39	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$2,750.00	$2,750.00
TOTAL						$89,430.00

BID SCHEDULE D - ELECTRICAL REPAIRS AND REPLACEMENTS (ALLOWANCES)

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
40	--	UNFORESEEN ELECTRICAL REPAIRS ALLOWANCE	1	ALLOW	$15,000.00	$15,000.00
TOTAL						$15,000.00

BID SCHEDULE E - ACCESS CONTROL SYSTEM REPLACEMENT

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
41	--	GENERAL REQUIREMENTS	1	LS	$7,700.00	$7,700.00
42	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$5,500.00	$5,500.00
43	--	REMOVE AND REPLACE EXTERIOR VEHICULAR GATE ACCESS CONTROL SYSTEM	1	LS	$33,000.00	$33,000.00
44	--	REMOVE AND REPLACE ATCT EXTERIOR BUILDING AND ELEVATOR ACCESS COTNROL SYSTEMS	1	LS	$33,000.00	$33,000.00

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
45	--	PROVIDE SYNCED ACCESS CONTROL FOR EXTERIOR VEHICULAR GATE, BUILDING ACCESS, AND ELEVATOR ACCESS (SINGLE CARD SYSTEM)	1	LS	$11,000.00	$11,000.00
46	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$1,650.00	$1,650.00
TOTAL						**$91,850.00**

BID SCHEDULE F - CIVIL/SITE IMPROVEMENTS

Line Item	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
47	--	GENERAL REQUIREMENTS	1	LS	$7,700.00	$7,700.00
48	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$2,420.00	$2,420.00
49	P-632	SEAL-COAT/REJUVENATE EXISTING PARKING LOT ASPHALT PAVEMENT	3,500	SF	$2.75	$9,625.00
50	--	RE-PAINT EXISTING BOLLARDS	2	EACH	$110.00	$220.00
51	--	REMOVE, REINSTALL, AND PAINT CONCRETE PARKING BLOCKS (YELLOW)	5	EACH	$220.00	$1,100.00
52	T-904	SODDING AND RESTORATION	1	LS	$1,650.00	$1,650.00
53	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$1,650.00	$1,650.00
TOTAL						**$24,365.00**

BIDDERS CHECKLIST

BID SUBMITTAL – EXCEL SPREADSHEET BID FORM

1. Fill in date submitted and by whom.
2. Enter prices in figures in highlighted column of Excel spreadsheet. Initial and date any changes or erasures of words or figures made after printing.
3. Fill in date for addenda received. If no addenda have been received, write in words "none".
4. Fill in name of Individual or Corporation and address.
5. Sign and seal bid and have signature witnessed by two (2) witnesses.
6. Submit one proposal form with original signatures.
7. Submit any required certifications and other data for proposed alternates, as follow:

BID SUBMITTAL CHECKLIST

✓ Bid Bond

✓ Bid Form

✓ Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

✓ Vendor Information

✓ Vendor W-9 Form

✓ Trench Safety Certification

✓ Affidavit of Non-Collusion

✓ Drug-Free Workplace Certificate

✓ E-Verify Acknowledgement

✓ List of Proposed Subcontractors

✓ Anti-Human Trafficking Affidavit

N/A Initial Project Schedule

N/A* FDOT Prequalification Documentation (Certificate of Qualification) for the following categories

*See Q&A #2 and Addendum 1

1) Flexible Pavement
2) Hot Plant-Mixed Bituminus Courses
3) Drainage
4) Grading

BID BOND
26-ITB-018
Air Traffic Control Tower Rehabilitation

KNOW ALL MEN BY THESE PRESENTS, that we **Saboungi Construction, Inc.** (hereinafter called **Principal**) and **Westfield Insurance Company** (herein after called the **Surety**) a corporation chartered and existing under the laws of the State of **Ohio** with its principal offices in **Medina County** and authorized to do business in the State of Florida, in the full and just sum of **-FIVE PERCENT (5%) OF PROPOSED BID-** dollars ($ **---5%---**) Good and lawful money of the United States of America to be paid upon demand of the Flagler County Board of County Commissioners (hereinafter call **County**), to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the County a Bid for the "**26-ITB-013 FIN TAXILANE REHABILITATION"** in and for the said County of Flagler, Florida.

WHEREAS, the **Principal** desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted the **Principal** shall within ten (10) days after the receipt of notification of the acceptance thereof execute a Contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the **County**, in an amount not less than the total Contract price as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said **County**, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the **Surety** shall upon the failure of the **Principal** to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid **County** upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

The exclusive jurisdiction and venue for resolving any dispute relating to this bond shall be the Circuit Court of Flagler County, Florida.

IN TESTIMONY WHEREOF, the **Principal** and **Surety** have caused these presents to be duly signed and sealed this 14th day of August, 2026.

Signed Sealed and Delivered in the Presence of:

PRINCIPAL: Saboungi Construction, Inc.
(Typed or Printed Name)

WITNESS: _____
(Signature)

_____
(Typed or Printed Name)

BY: _____
(Signature)

Hassan Saboungi, Pres
(Typed or Printed Name)

WITNESS: _____
(Signature)

Natalie C. Demers
(Typed or Printed Name)

SURETY: Westfield Insurance Company
(Typed or Printed Name)

BY (AGENT): _____
(Signature)

Don Bramlage
(Typed or Printed Name)

Attorney-in-Fact & Florida Resident Agent
(Title) Inquiries: 407 330 3990

ADDRESS: P. O. Box 5001

Westfield Center, OH 44251

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-** - - -

BID FORM (BS -1)

BID SUBMISSION TO FLAGLER COUNTY, FLORIDA
FOR
26-ITB-018
Air Traffic Control Tower Rehabilitation

TO: Flagler County Board of County Commissioners

SUBMITTED: 08/14/26
(DATE)

BY: Saboungi Construction, Inc.
(Name of Individual or Corporation)

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid, and that it is in all respects fair and in good faith.

I/we certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid. In submitting a Bid to the County of Flagler the Bidder offers and agrees that the Bidder assigns and transfers to the County of Flagler all rights and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Flagler.

The Bidder further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the Bid/Contract Documents relative thereto, including but not limited to the Advertisement for Bids, Proposal Form, Form of Contract and Form of Public Construction Bond and Payment Bond, and has read all of the addenda furnished prior to the opening of Bids, as acknowledged below, and that he has satisfied himself relative to the work to be performed.

If this Bid is accepted, the undersigned Bidder agrees to enter into and execute the Contract with Flagler County, Florida on the Contract form specified, of which this Bid, and the other Contract Documents shall be made a part of the performance of work described therein; to furnish the necessary bonds as specified in the Contract Documents prepared on the applicable approved bond form furnished by Flagler County, to furnish all necessary materials, equipment, machinery, maintenance, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work in the manner specified; to furnish the required evidence of the specified insurance; to commence work on the date established by Flagler County and to complete all Contract work as specified in the Contract Documents.

It is understood that all items of work are guaranteed for twelve (12) months from the date of final acceptance, unless otherwise specified.

Acknowledgment is hereby made of the following addenda received since issuance of the Bid/Contract Documents.

Addendum Number	Date
(1)	08/03/26
(2)	
(3)	

Saboungi Construction, Inc.
(Name of Individual or Corporation)

(Signature)

Hassan Saboungi
(Typed or Printed Name)

President
(Title)

CORPORATE SEAL:

WITNESS: _____
(Signature)

Mahmood Saboungi
(Typed or Printed Name)

WITNESS: _____
(Signature)

Erin Lovellette
(Typed or Printed Name)

AFFIDAVIT OF NON-COLLUSION

Project Name: Air Traffic Control Tower Rehabilitation

Project Number: 26-ITB-018

STATE OF FLORIDA

COUNTY OF Volusia

Hassan Saboungi*, being first duly sworn, deposes and says that he (it) is the bidder in the above bid, for Saboungi Construction, Inc., that the only person or persons interested in said bid are named therein that no officer, employee or agent of the Flagler County BCC or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Affiant: Hassan Saboungi Title: President

Sworn and subscribed to before me this 14th day of August

20 26, in the state of Florida, County of Volusia

Attest: _____
Notary Public

My Commission Expires: 11/20/2028

Notary Public State of Florida
Erin Diane Lovelette
My Commission HH 614985
Expires 11/20/2028

(Notary Seal)

*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

This document must be completed and returned with your Submittal

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of Florida

County of Volusia

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of [Saboungi Construction, Inc.] (the "Firm"), hereby attests under penalty of perjury that the Firm does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned representative of the Firm is authorized to execute this affidavit on behalf of the Firm.

Signed: _____

Name: Hassan Saboungi

Title: President

The foregoing was sworn to (or affirmed) and subscribed before me, by means of [physical presence], this 14th day of August 2026 by Hassan Saboungi as President of Saboungi Construction, Inc.. Such person is [✓] personally known to me or [__] produced valid government-issued identification.

(SEAL)

Notary Public State of Florida
Erin Diane Lovellette
My Commission HH 614985
Expires 11/20/2028

_____
Notary

CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Law of Florida) and the Occupational Safety and Health Administrations excavation safety standards as they may be amended from time-to-time.

BY: Hassan Saboungi
Bidder

Authorized Signature

08/14/26
Date

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(print or type name of firm) Saboungi Construction, Inc.

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

08/14/26
Date Signed

State of: Florida

County of: Volusia

Sworn to and subscribed before me this 14th day of August, 2026

Personally known ✓ or Produced Identification N/A
(Specify Type of Identification)

Signature of Notary

Notary Public State of Florida
Erin Diane Lovellette
My Commission HH 614985
Expires 11/20/2028

My Commission Expires: 11/20/2028

This document must be completed and returned with your Submittal

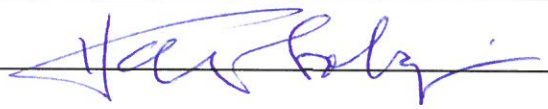
E-VERIFY
ACKNOWLEDGEMENT

Contract No: 26-ITB-018
Financial Project No(s): 164191
Project Description: Air Traffic Control Tower Rehabilitation

Contractor acknowledges and agrees to the following:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Company/Firm: Saboungi Construction, Inc.

Authorized Signature: 

Title: President

Date: 08/14/26

This document must be completed and returned with your Submittal

LIST OF PROPOSED SUBCONTRACTORS

List shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. Indicate percentage of Contract Price for each subcontractor listed. Attach additional information as needed.

Subcontractor No. 1

Name: East Coast Ornamental Welding
Description of Work: Aluminum Catwalk
Percent of Contract Price: 8%
Previous Experience Together: Yes/No

Subcontractor No. 2

Name: Credible Air Conditioning
Description of Work: A/C Replacement
Percent of Contract Price: 6%
Previous Experience Together: Yes/No

Subcontractor No. 3

Name: LED Electrical
Description of Work: Electrical/Lighting
Percent of Contract Price: 7%
Previous Experience Together: Yes/No

Subcontractor No. 4

Name:
Description of Work:
Percent of Contract Price:
Previous Experience Together: Yes/No

Subcontractor No. 5

Name:
Description of Work:
Percent of Contract Price:
Previous Experience Together: Yes/No

This document must be completed and returned with your Submittal

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to

County of Flagler

by Hassan Saboungi - President
[print individual's name and title]

for Saboungi Construction, Inc.
[print name of entity submitting sworn statement]

whose business address is 290A North U.S. Hwy 1 Ormond Beach, FL 32174

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2219055

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement) : N/A.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (a)(g), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term *"affiliate"* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an

affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. 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 any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provisions 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.

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN

PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

[signature]
Hassan Saboungi - President

[date] 08/14/26

STATE OF FLORIDA

COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Hassan Saboungi who, after first being sworn by me, affixed his signature in
[Name of Individual Signing]

the space provided above on this 14th day of August 2026 .

NOTARY PUBLIC

My commission expires: 11/20/2028

Personally Known ✓ OR Produced Identification ____

Type of Identification Produced _____

Notary Public State of Florida
Erin Diane Lovellette
My Commission HH 614985
Expires 11/20/2028

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Saboungi Construction, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

290A North U.S. Hwy 1

6 City, state, and ZIP code

Ormond Beach, FL 32174

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	2	2	1	9	0	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature], Pres | **Date** 10/20/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

VENDOR INFORMATION

In addition to General conditions, your BID may be disqualified if the following vendor information is not returned with your BID.

Vendor is:

(✓) Corporation
( ) Partnership
( ) Sole Proprietorship
( ) Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: 59-2219055

Do you collect Florida State Sales Tax? (✓) Yes ( ) No

Firm Name: Saboungi Construction, Inc.

Mailing Address: 290A North U.S. Hwy 1

Ormond Beach, FL 32174

Telephone No. 386-672-2077 Fax No. 386-673-4189

Email Address: estimating@saboungiconstruction.com Web Address: www.saboungiconstruction.com

Commodity or Service Supply: General Contractor

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

_____

Submitted by: _____

Name & Title Printed: Hassan Saboungi - President

This document must be completed and returned with your Submittal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/13/2026

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

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

PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	PHONE (A/C, No, Ext): (386) 252-9601	FAX (A/C, No): (386) 239-5729
	E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SABOUNGI CONSTRUCTION, INC. 290-A NORTH US HIGHWAY 1 ORMOND BEACH FL 32174	INSURER A: Cumis Specialty Insurance Company, Inc.	12758
	INSURER B: Palomar Excess and Surplus Insurance Company	16754
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: American Interstate Insurance Company	31895
	INSURER E: Certain Underwriters at Lloyd's London	
	INSURER F: Geico Marine Insurance Company	37923

COVERAGES **CERTIFICATE NUMBER:** 26-27 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PGIA0136400	01/31/2026	01/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
F	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			9300165660-01	06/12/2026	06/12/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PESXS018068	01/31/2026	01/31/2027	EACH OCCURRENCE AGGREGATE PROD/COMPL OPS	$ 5,000,000 $ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL3452322026	01/31/2026	01/31/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	INLAND MARINE			UM00061199MA26A	01/31/2026	01/31/2027	LEASED/RENTED DED	$100,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: 26-ITB-018 - AIR TRAFFIC CONTROL TOWER REHABILITATION
THE FLORIDA DEPARTMENT OF TRANSPORTATION AND FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS ARE ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GOVERNMENT SERVICES BLDG. #2
1769 E. MOODY BOULEVARD
BUNNELL FL 32110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	SABOUNGI CONSTRUCTION, INC.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTOR'S POLLUTION LIABILITY
INSURER E
POLICY #CPLI02223001
TERM: 01/31/2026 - 01/31/2027
AGGREGATE: $2,000,000
CONTRACTOR'S POLLUTION CONDITION LIMIT: $1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1) CG2010 0413- ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED-ONGOING OPERATIONS)
2) CG2037 0413- ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS
3) CG2404 1093- WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC
4) CG2001 0413- PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

POLLUTION:
1.) CPL AIBLKT 0724 - ADDITIONAL INSURED - BLANKET
2.) CPL PNC 0622 - PRIMARY AND NON-CONTRIBUTORY INSURANCE
3.) CPL WOS22 1023 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

WORKERS COMPENSATION:
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY:
1) CX0001 0413 - EXCESS COVERAGE FORM- (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

EQUIPMENT:
1.) HCM050 0319 - (LOSS PAYEE)

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State of Florida
Department of State

I certify from the records of this office that SABOUNGI CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on June 22, 1982.

The document number of this corporation is F86301.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on February 28, 2026, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of May, 2026



Secretary of State

Tracking Number: 4612258297CU

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

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

County of Flagler
Financial Services
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110
(386) 313-4008

NOTICE OF INTENT TO AWARD
ITB No. 26-ITB-018
Air Traffic Control Tower Rehabilitation

RESPONSE DEADLINE: August 14, 2026 at 10:00 am

Thursday, September 10, 2026

Thank you for submitting a bid in response to 26-ITB-018 for Air Traffic Control Tower Rehabilitation. Flagler County has evaluated all submittals received in response to solicitation and intends to award a contract to Saboungi Construction, Inc. Due to the limitations of project grant funding, all bid schedules cannot be awarded at this time. Based on review of the proposal, and the availability of funding, Bid Schedule A & F shall be awarded at this time, and Bid Schedules B, C, D, and E shall not be awarded as part of this solicitation.

Protest Process

Notification

The Office of Procurement and Contracts shall post all recommendations of award available for

review by the public on the Flagler County website. Vendors who submit a solicitation will be notified

by e-mail.

Notice of Intent to File a Protest

1. A respondent adversely affected by an intended decision or action with respect to the initial

award on a solicitation shall file a written notice of intent to file a protest. That notice of intent to file

a protest must be filed with the Procurement and Contract Services Manager or his/her designee no

later than four o'clock (4:00) p.m. on the third (3rd) business day following the date of the notice of

the recommendation of award.

2. In addition, a protest bond in the form of a U.S. Postal Service money order or by a certified

cashier's check in an amount equal to one percent (1%) of the value of the solicitation, but in no

case less than five hundred dollars ($500), nor greater than five thousand dollars ($5,000), payable

to the Flagler County Board of County Commissioners must be delivered with the written notice of

intent to file a protest. Failure to post such bond shall result in the Protest being dismissed by the

Procurement and Contract Services Manager or his/her designee.

3. The notice of intent to file a protest must:

a. Identify the action being protested.

b. Clearly state the basis of the protest, and

c. Clearly state that its purpose is to serve as the notice of intent to file a protest.

4. Failure to provide the proper notice and/or failure to provide the required protest bond shall constitute a waiver of the right to seek any remedy provided under the protest procedure. Once again thank you for participating in this solicitation and for your interest in doing business with Flagler County.

Further information on our protest policy can be found at https://www.flaglercounty.gov/Government/Departments/Financial-Services/Office-of-Procurement-and-Contracts-OPC/Resources, under Procurement Manual.

Sincerely,

Shannon Burnett
Procurement Coordinator
Office of Procurement and ContractsFlagler County Board of County Commissioners

U.S. Department of Transportation Federal Aviation Administration

Orlando Airports District Office: 8427 South Park Circle, Suite 524 Orlando, FL 32819

September 3, 2026

Ms. Leann Pennington
Chair
Flagler County Board of County Commissioners
1769 E. Moody Blvd.
Bunnell, FL 32110

Dear Ms. Pennington:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-12-0009-033-2026 at Flagler Exec Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant

execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each federal fiscal quarter.

Audit Requirements. As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend $1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Chastity Clark, (407) 487-7226, chastity.clark@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Juan C. Brown (09/03/2026 16:48:41 EDT)

Juan C. Brown
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

FAA CONTRACT TOWER (FCT) PROGRAM GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 3, 2026
Airport/Planning Area	Flagler Executive Airport
Airport Grant Number	3-12-0009-033-2026
Unique Entity Identifier	G2HWL4MXLG69

TO: County of Flagler

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the sponsor has submitted to the FAA a Project Application dated August 14, 2026, for a grant of federal funds for a project at or associated with the Flagler Exec Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Flagler Exec Airport (herein called the "Project") consisting of the following:

Rehabilitate Sponsor Owned Federal Aviation Administration Contract Tower

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (100) % of the allowable costs incurred accomplishing the Project as the United States' share of the Project.

Assistance Listings Number(s): 20.117**.**

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $489,220.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $489,220 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. <u>Ineligible or Unallowable Costs</u>. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing

policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before September 17, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

   b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. Trafficking in Persons.

a. *Posting of contact information.*

i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

c) The use of forced labor in the performance of this grant; or any subaward; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated November, 2015, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. Prohibited Telecommunications and Video Surveillance Services and Equipment. The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. Critical Infrastructure Security and Resilience. The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. Title VI of the Civil Rights Act. As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. Applicable Federal Anti-Discrimination Laws. The sponsor agrees:

a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. National Airspace System Requirements.

a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

    i. Additional conditions on the award;

ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or

iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

The sponsor's acceptance of this offer and ratificaton and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Juan C. Brown (09/03/2026 16:48:41 EDT)

(Signature)

Juan C. Brown

(Typed Name)

Manager

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 9, 2026

County of Flagler

(Name of Sponsor)

leann pennington

leann pennington (09/09/2026 10:39:54 EDT)

(Signature of Sponsor's Authorized Official)

By: leann pennington

(Typed Name of Sponsor's Authorized Official)

Title: Chair, County Commission

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Sean S. Moylan , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 9, 2026

By: Sean S. Moylan
Sean S. Moylan (09/09/2026 10:51:25 EDT)
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.
d. Hatch Act – 5 USC § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]
l. 49 USC § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 USC § 794.
n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 USC § 874.[1]

v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.

x. Single Audit Act of 1984 – 31 USC § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 USC 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The County of Flagler, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of August 14, 2026.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

AVCON, INC.
Engineers & Planners

5555 E. Michigan Street
Orlando, FL 32822
Phone: (407) 599-1122
www.avconinc.com

August 19th, 2026

Mr. Roy Sieger
Airport Director
Flagler Executive Airport
201 Airport Rd,
Palm Coast, FL 32164

Reference: Recommendation of Award for 26-ITB-018
Air Traffic Control Tower Rehabilitation
Flagler Executive Airport

Mr. Roy Sieger:

On August 14th, 2026 at 10:00AM, the County received bids on the above-referenced project. A total of one (1) bid was received as follows:

	Bid Sch A	Bid Sch B	Bid Sch C	Bid Sch D	Bid Sch E	Bid Sch F
Saboungi Construction, Inc.	**$318,120.00**	**$267,520.00**	**$127,237.00**	**$89,430.00**	**$91,850.00**	**$24,365.00**

A detailed Bid Tabulation is attached.

The apparent low bidder is **Saboungi Construction, Inc. (Saboungi)** whose Total Bid is **$ $1,038,522.00**. Saboungi submitted the required fillable bid forms, including the 5% Bid Security with notarized Power of Attorney, acknowledgement of Addendum 1, and sub-contractors to be used. Saboungi's bid appears to be complete and responsive. Additionally, while only a single bid was received, the total bid price and individual line-item pricing is reasonable and consistent with industry standards as well as recent comparable project bid openings at other airports in the region.

After discussions with the FAA after the receipt of bids, the allowances that were included for unforeseen conditions are not eligible for FAA funding/reimbursement. Those line items shall be removed from the bid tabulation, and totals were recalculated based on the line-item pricing only.

Due to the limitations of project grant funding, all bid schedules cannot be awarded at this time. Based on review of the proposal, and the availability of funding, Bid Schedule A & E shall be awarded at this time, and Bid Schedules B, C, D, and F shall not be awarded as part of this solicitation. Saboungi's combined total bid price for Bid Schedules **A** and **E** is **$409,970.00**.

Notwithstanding the County's Legal Counsel review, **AVCON** recommends award of the contract to **Saboungi Construction, Inc.** for the Total Bid amount of **Four Hundred Nine Thousand Nine Hundred Seventy Dollars and 00/100 ($409,970.00),** subject to the availability of funding.

We stand ready to assist the County in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.



Daniel Nickols, P.E.
Associate Vice President

Attachment: Bid Tabulation

FLAGLER EXECUTIVE AIRPORT

26-ITB-018 - AIR TRAFFIC CONTROL TOWER REHABILITATION

BID TABULATION

					Saboungi Construction, Inc.	
Item No.	**Spec**	**Description**	**Est. Qty.**	**Unit**	**Unit Price**	**Extension**
Bid Schedule A - Structural Repairs and Replacements						
1	--	GENERAL REQUIREMENTS	1	LS	$58,300.00	$58,300.00
2	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$38,720.00	$38,720.00
3	--	REPAIR, PATCH, OR RESTORE EXISTING ATCT CONCRETE WALLS	1	LS	$8,800.00	$8,800.00
4	--	REMOVE AND REPLACE WITH NEW, ATCT TOWER CAB CATWALK WITH NEW ALUMINUM BEAMS, STRUCTURAL GRATING, AND GUARDRAILS	1	LS	$187,000.00	$187,000.00
5	--	CLEAN, REMOVE CORROSION, AND INSPECT ATCT CAB/CATWALK STRUCTURAL STEEL	1	LS	$22,000.00	$22,000.00
6	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$3,300.00	$3,300.00
7	--	ATCT CAB/CATWALK STRUCTURAL STEEL REPLACEMENT ALLOWANCE (NOT ELIGIBLE FOR FAA FUNDING, REMOVED FROM BID TABULATION)	1	ALLOW	$0.00	$0.00
		BID SCHEDULE A TOTAL				**$318,120.00**
Bid Schedule B - Architectural Repairs and Replacements						
8	--	GENERAL REQUIREMENTS	1	LS	$53,900.00	$53,900.00
9	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$27,500.00	$27,500.00
10	--	REMOVE AND REPLACE EXISTING ROOF SYSTEM INCLUDING INSULATION AND DRAINS	1	LS	$35,200.00	$35,200.00
11	--	REMOVE AND REPLACE WITH NEW, LIGHTNING PROTECTION SYSTEM	1	LS	$33,000.00	$33,000.00
12	--	REMOVE AND REPLACE METAL WALL PANEL SYSTEM AND COPING CAP	1	LS	$15,070.00	$15,070.00
13	--	REMOVE AND REPLACE ROOF HATCH AND LADDER	1	LS	$4,950.00	$4,950.00
14	--	REMOVE AND REPLACE HVAC CURBS	1	LS	$5,500.00	$5,500.00
15	--	REMOVE AND REPLACE WINDOW SEALANT ON WINDOWS IN EXTERIOR CONCRETE WALL PANELS	1	LS	$8,800.00	$8,800.00
16	--	REPAIR WINDOWS ON THE TOP FLOOR OF THE ATCT	1	LS	$13,200.00	$13,200.00
17	--	REMOAVE AND REPLACE JOINT SEALANT & REPAINT ATCT EXTERIOR WALLS	1	LS	$44,000.00	$44,000.00
18	--	ATCT INTERIOR REPAIRS AND REHABILITATION	1	LS	$19,800.00	$19,800.00
19	--	REMOVE AND REPLACE CATWALK ACCESS DOOR	1	LS	$1,100.00	$1,100.00
20	--	REMOVE AND REPLACE EXTERIOR HOLLOW METAL DOOR AND DOOR HARDWARE	1	LS	$2,200.00	$2,200.00
21	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$3,300.00	$3,300.00
22	--	UNFORESEEN ARCHITECTURAL REPAIRS ALLOWANCE (NOT ELIGIBLE FOR FAA FUNDING, REMOVED FROM BID TABULATION)	1	ALLOW	$0.00	$0.00
		BID SCHEDULE B TOTAL				**$267,520.00**
Bid Schedule C - Mechanical Repairs and Replacements						
23	--	GENERAL REQUIREMENTS	1	LS	$9,097.00	$9,097.00
24	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$14,190.00	$14,190.00
25	--	REMOVE AND REPLACE 1-TON MINI SPLIT AHU AND CU	1	LS	$6,600.00	$6,600.00
26	--	REMOVE AND REPLACE ALL PTAC UNITS	1	LS	$30,800.00	$30,800.00
27	--	REMOVE AND REPLACE ROOFTOP RTU'S	1	LS	$36,300.00	$36,300.00
28	--	REMOVE AND REPLACE TOWER CAB ACOUSTIC TILES & AIR TERMINAL DEVICES	1	LS	$16,500.00	$16,500.00
29	--	REROUTE CONDESATE DRAIN LINES DOWN BUILDING EXTERIOR THROUGH ATCT CATWALK	1	LS	$11,000.00	$11,000.00
30	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$2,750.00	$2,750.00
31	--	UNFORESEEN MECHANICAL REPAIRS ALLOWANCE (NOT ELIGIBLE FOR FAA FUNDING, REMOVED FROM BID TABULATION)	1	ALLOW	$0.00	$0.00
		BID SCHEDULE C TOTAL				**$127,237.00**
Bid Schedule D - Electrical Repairs and Replacements						
32	--	GENERAL REQUIREMENTS	1	LS	$16,940.00	$16,940.00
33	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$10,340.00	$10,340.00
34	--	PERFORM FUNCTION TESTING OF BACKUP GENERATOR AND PROVIDE REPORT	1	LS	$4,400.00	$4,400.00
35	--	REFEED ALL EXISTING OR PROPOSED MECHANICAL UNITS	1	LS	$13,200.00	$13,200.00
36	--	REMOVE AND REPLACE TWO (2) BUILDING EXTERIOR LIGHTS WITH LED LIGHTS	1	LS	$2,200.00	$2,200.00
37	--	INSTALL NEW LED ATCT BUILDING UPLIGHTING	1	LS	$6,600.00	$6,600.00
38	--	REMOVE AND REPLACE ALL BUILDING INTERIOR LIGHT FIXTURES WITH LED EQUIVALENT	1	LS	$33,000.00	$33,000.00
39	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$2,750.00	$2,750.00
40	--	UNFORESEEN ELECTRICAL REPAIRS ALLOWANCE (NOT ELIGIBLE FOR FAA FUNDING, REMOVED FROM BID TABULATION)	1	ALLOW	$0.00	$0.00
		BID SCHEDULE D TOTAL				**$89,430.00**
Bid Schedule E - Access Control System Replacement						
41	--	GENERAL REQUIREMENTS	1	LS	$7,700.00	$7,700.00
42	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$5,500.00	$5,500.00
43	--	REMOVE AND REPLACE EXTERIOR VEHICULAR GATE ACCESS CONTROL SYSTEM	1	LS	$33,000.00	$33,000.00
44	--	REMOVE AND REPLACE ATCT EXTERIOR BUILDING AND ELEVATOR ACCESS COTNROL SYSTEMS	1	LS	$33,000.00	$33,000.00
45	--	PROVIDE SYNCED ACCESS CONTROL FOR EXTERIOR VEHICULAR GATE, BUILDING ACCESS, AND ELEVATOR ACCESS (SINGLE CARD SYSTEM)	1	LS	$11,000.00	$11,000.00
46	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$1,650.00	$1,650.00
		BID SCHEDULE E TOTAL				**$91,850.00**
Bid Schedule F - Civil/Site Improvements						
47	--	GENERAL REQUIREMENTS	1	LS	$7,700.00	$7,700.00
48	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$2,420.00	$2,420.00
49	P-632	SEAL-COAT/REJUVENATE EXISTING PARKING LOT ASPHALT PAVEMENT	3500	SF	$2.75	$9,625.00
50	--	RE-PAINT EXISTING BOLLARDS	2	EACH	$110.00	$220.00
51		REMOVE, REINSTALL, AND PAINT CONCRETE PARKING BLOCKS (YELLOW)	5	EACH	$220.00	$1,100.00
52	T-904	SODDING AND RESTORATION	1	LS	$1,650.00	$1,650.00
53	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$1,650.00	$1,650.00
		BID SCHEDULE F TOTAL				**$24,365.00**

Bid Tabulation completed by Daniel Nickols, P.E., Associate Vice President, AVCON, INC.
Signed:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/11/2026

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

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

PRODUCER	CONTACT NAME: Julie Kuhlman	
Brown & Brown Insurance Services, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	PHONE (A/C, No, Ext): (386) 252-9601	FAX (A/C, No): (386) 239-5729
	E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Cumis Specialty Insurance Company, Inc.	12758
INSURER B :	Palomar Excess and Surplus Insurance Company	16754
INSURER C :	XL Specialty Insurance Company	37885
INSURER D :	American Interstate Insurance Company	31895
INSURER E :	Certain Underwriters at Lloyd's London	
INSURER F :	Geico Marine Insurance Company	37923

INSURED
SABOUNGI CONSTRUCTION, INC.
290-A NORTH US HIGHWAY 1
ORMOND BEACH FL 32174

COVERAGES **CERTIFICATE NUMBER:** 26-27 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PGIA0136400	01/31/2026	01/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
F	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			9300165660-01	06/12/2026	06/12/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PESXS018068	01/31/2026	01/31/2027	EACH OCCURRENCE AGGREGATE PROD/COMPL OPS	$ 5,000,000 $ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL3452322026	01/31/2026	01/31/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	INLAND MARINE			UM00061199MA26A	01/31/2026	01/31/2027	LEASED/RENTED DED	$100,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: 26-ITB-018 FIN AIR TRAFFIC CONTROL TOWER REHABILITATION
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AND FLAGLER EXECUTIVE AIRPORT ARE ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
FLAGLER EXECUTIVE AIRPORT
201 AIRPORT ROAD
PALM COAST FL 32164

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	SABOUNGI CONSTRUCTION, INC.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTOR'S POLLUTION LIABILITY
INSURER E
POLICY #CPLI02223001
TERM: 01/31/2026 - 01/31/2027
AGGREGATE: $2,000,000
CONTRACTOR'S POLLUTION CONDITION LIMIT: $1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY:
1) CG2010 0413- ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION (ADDITIONAL INSURED-ONGOING OPERATIONS)
2) CG2037 0413- ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS
3) CG2404 1093- WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC
4) CG2001 0413- PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

POLLUTION:
1.) CPL AIBLKT 0724 - ADDITIONAL INSURED - BLANKET
2.) CPL PNC 0622 - PRIMARY AND NON-CONTRIBUTORY INSURANCE
3.) CPL WOS22 1023 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

WORKERS COMPENSATION:
1) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY:
1) CX0001 0413 - EXCESS COVERAGE FORM- (FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)

EQUIPMENT:
1.) HCM050 0319 - (LOSS PAYEE)

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Office of Procurement and Contracts
1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110

www.flaglercounty.org
Phone: (386) 313-4008
Fax: (386) 313-4108

Date: September 10, 2026

To: Hassan Saboungi, Saboungi Construction

From: Shannon Burnett, Procurement Coordinator

Subject: 26-ITB-018 Air Traffic Control Tower Rehabilitation

Mr. Saboungi,

We appreciate the clarification of how the scaffolding costs were distributed in the bid schedules and understand how the dismantle and return pickup costs would become a financial burden to Saboungi Construction.

Therefore, Flagler County agrees that covering these costs is appropriate and will increase the contract award amount for 26-ITB-018 Air Traffic Control Tower Rehabilitation by $10,499.28, bringing the total contract award to $427,984.28. This increase is to cover the dismantle and return pickup costs of the gangway, which was included in Saboungi Construction's bid price for Schedule B.

Due to insufficient grant funding, the County will proceed with awarding Bid Schedules A & F only. Bid schedules B, C, D, and E are excluded in this award.

Thank you,

Shannon Burnett

Shannon Burnett

Procurement Coordinator

386-313-4062

sburnett@flaglercounty.gov

Andy Dance District 1 | **Greg Hansen** District 2 | **Kim Carney** District 3 | **Leann Pennington** District 4 | **Pam Richardson** District 5